



1551 Highway 88 West * Brick, New Jersey 08724-2399
732-458-7000 * FAX 732-458-8203
www.brickmua.com

BRICK TOWNSHIP MUA BID OPENING

Sealed bids for: **Granulated Activated Carbon (GAC) Maintenance**
will be received at: The Brick Township Municipal Utilities Authority
1551 Highway 88 West, Brick, N.J. 08724
until **10:00 AM**, Prevailing Time
On: **Wednesday, May 22, 2024**
at which time they will be publicly opened and read.
All interested parties are invited to attend.

There will be an optional Pre-Bid Meeting
Held on: **Wednesday May 8, 2024 at 10:00 AM**

There are two sections in this bid:

Section One – Bid Document Submission Checklist & Bid Specifications

Section Two – Material Specifications, Proposal Page(s) & Attachment(s)

**PLEASE READ ALL THE MATERIAL INCLUDED IN BOTH SECTIONS
OF THIS BID PACKAGE THOROUGHLY**

FILL IN ALL FORMS COMPLETELY AND PROVIDE ALL PAPERWORK REQUESTED

PRE-BID MEETING

WEDNESDAY, MAY 8, 2024

AT 10:00 AM SHARP

(ARRIVE 15 MINUTES EARLY TO BE SIGNED IN)

Location:

**The Brick Township Municipal Utilities Authority
1551 Hwy. 88 West
Brick, NJ 08724**

**Please Park in the Customer Service Parking Lot
(the first lot when you come into our complex)**

Enter through the Customer Service doors

Tell the person at the window you are here for the pre-bid meeting

They will have you sign in and give you a name tag

Someone from the water treatment plant will be at the lobby promptly at 10:00am

They will take everyone attending the meeting to the GAC buildings

There will be a walk-through site inspection and a Q & A session

***This is not a mandatory meeting but is strongly recommended**

****Failure to attend does not relieve the bidder of any obligations or requirements**

SECTION ONE

BID DOCUMENT SUBMISSION CHECKLIST

&

BID SPECIFICATIONS

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID DOCUMENT SUBMISSION CHECKLIST

Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).

Checkmarks require submission with bid. Initial each item submitted with bid.

Bidder's Initials

X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. To be provided <u>in addition</u> to Stockholders Disclosure Form noted below. See item 27	
X	Submission of Stockholders Disclosure Form. See item 28 & page 11	
X	Submission of Affirmative Action Evidence. See item 29 & pages 12 & 13 Letter of Federal Approval or Certificate of Employee Information Report, or completed Form AA302 (available from the Authority)	
X	Submission of New Jersey Anti-Discrimination form. See item 30 & page 14	
X	Submission of Americans with Disabilities Act form. See item 31 & page 15	
X	Submission of Disclosure of Investment Activities in Iran Form. See page 16	
X	Submission of Certification of Non-Involvement in Russia or Belarus Form. See page 17	
X	Submission of Copy of Business Registration Certificate issued by the New Jersey Department of Treasury. See page 18	
X	Submission of Fully Executed Proposal and Submission of any Exceptions to Specification Sheet along with all available information. See items 2 through 13	

Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b)

Checkmarks require submission with bid. Initial each item submitted with bid.

Bidder's Initials

X	Submission of Non-Collusion Affidavit (must be notarized). See page 19	
x	Submission of Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders. See page 20	
X	Submission of Agreement of Surety in the form attached as part of the bid specifications. See item 32 and page 21	
X	A Bid Guarantee, Bid Bond or Certified Check or Cashier's Check. See item 32 & page 22	
X	Submission of Certificate of Insurance. See item 33	
X	Electronic Submission of Political Contribution Disclosure Form. See item 34	
X	Submission of a W-9. See page 23	
X	BTMUA Terms and Condition Form Signed. See page 24	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s). See item 12 & page 25	
X	All forms signed, certified and notarized as required.	
X	Properly addressed and sealed envelope.	

The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.

Name of Bidder (Company): _____

Print Name & Title: _____

Signature: _____ Date: _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

1. QUALIFICATIONS OF BIDDERS:

The Brick Township Municipal Utilities Authority (hereinafter "BTMUA" or "Authority") may make such investigation deemed necessary to determine the ability of the bidder to furnish and guarantee the delivery of the items specified and the bidder shall furnish to the BTMUA all such information and data for this proposal as the BTMUA may request. The BTMUA reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the BTMUA that such bidder is properly qualified to carry out the requirements of these specifications.

2. PREPARATION OF BIDS:

All bids shall be submitted in sealed envelopes addressed to the Qualified Purchasing Agent, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724 and clearly marked CONFIDENTIAL BID WITH BID NAME ON THE ENVELOPE. Each bid must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Bids received after the hour herein named or in unsealed envelope not marked or marked "confidential bid" or without the bidder's name on the outside thereof, may not be considered. The BTMUA will not be responsible for bids forwarded through the US. Mail, FEDEX, UPS, etc. if lost in transit at any time before bid opening or received after bid opening.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Bidders shall not remove and submit the proposal pages separate from the volume of Contract Documents, including all pages correctly assembled. All exceptions must be listed on a separate page and explained. If no exceptions are taken then the vendor must supply the item(s) as specified.

3. OBLIGATION OF BIDDERS:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents, including all Addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

4. COMPLIANCE TO MINIMUM BID REQUIREMENTS:

All bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an "equivalent" product to what is specified in these bid documents and wishes the equipment they propose to be considered as an "approved equal", they must answer all compliance questions in full.

5. MODIFICATIONS OF BIDS:

Any bidder may modify his bid by registered mail. Bids may not be modified within 24 hours of the stipulation of time of opening bids.

6. MULTIPLE BIDS:

More than one bid from an individual, a firm, or partnership, a corporation, or association of principals under the same name or different names shall not be considered.

7. INFORMAL BIDS:

The BTMUA may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind, or the BTMUA may waive such informalities.

8. WITHDRAWAL OF BIDS:

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the bid opening. No bid may be withdrawn within 60 days after the actual date of the bid opening.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

9. REJECTION OF BIDS:

The BTMUA reserves the right to reject any or all bids, or to waive immaterial defect or informality in any bid, if deemed in the best interest of the BTMUA. Bidders are cautioned to examine all attached documents carefully and to execute and sign the proposal, disclosure of ownership, affirmative action form, anti-discrimination form, Americans with Disabilities form, Iran form, NJ BRC, non-collusion affidavit, all other forms within the bid documents and comply with surety requirements, if applicable. All information listed on the proposal checklist must be submitted with the package. The BTMUA may not consider any bid not prepared and submitted in accordance with the provisions hereof.

10. PRICES:

The net unit price and extension of each article which the bidder agrees to furnish must be written in ink or typewritten in blank space provided for it, opposite the name of the item for which the price is given. NET UNIT PRICES MUST BE GIVEN. Extend the total price. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be a cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid. Prices must include delivery to the Authority's point. Exception: Where price is given F.O.B. shipping point, this must be stated. Failure to do this will be interpreted to mean delivered to the BTMUA's point for the price stated. All additional charges and taxes, including consumer's taxes, which are to be paid under existing and future laws, must be paid by the bidder without any right of reimbursement from the BTMUA. The bidder is required to provide any tax exemption certificates or blanks that may be necessary.

11. ERRORS IN PROPOSALS:

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total bid submitted, the correct sum extended shall govern. Amounts written in words shall govern over the amounts given in numerals.

No remedy provided within the terms of the contract and specifications shall be deemed to preclude the BTMUA from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

12. ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the specifications of other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Qualified Purchasing Agent, 1551 Highway 88 West, Brick, New Jersey 08724, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written documents, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents. The BTMUA is not responsible for any misinterpretation of the bid by the vendor. The bidder cannot assume anything pertaining to the specs or the item(s) they intend to bid.

IN ADDITION, bidder shall submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note - this full and detailed written comparison of every item must be included with proposal or bid will be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. If applicable, a local demonstration of all proposed equipment shall be performed promptly if requested.

13. APPROVAL AND INTERPRETATION:

All items must be in strict accordance with the specifications and accepted bid, and will be subjected to the approval of the Qualified Purchasing Agent. Should any dispute arise respecting the true construction and meaning of these specifications, same shall be decided by the above person, as the accredited representative of the BTMUA and his/her decision shall be final and conclusive. Each bidder must be known to be engaged in the business and well qualified to carry out his contract, and satisfactory testimonials to that effect must be furnished, if required.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

14. LOWEST QUALIFIED BIDDER:

An award shall be made to the lowest qualified bidder. Date of delivery could be a determinant in making the award. Successful bidders will be notified immediately following an award. Items shall be awarded separately or in total. The BTMUA shall award the bid based on the lowest responsible bidder that meets the performance criteria and compliance criteria as well as price. All items will be judged fairly and accordingly by the BTMUA. If the Purchase Bureau, Department of the Treasury, State of New Jersey, has received competitive bids for this item, the BTMUA may opt to take advantage of the State Contract price, if it is lower than that received by BTMUA.

15. TIE BETWEEN BIDDERS:

Pursuant to N.J.S.A. 40A:11-6.1, in the event of a tie between the lowest bidders on a bid, the BTMUA may award the contract to the vendor whose response, in the discretion of the BTMUA, is the most advantageous.

16. TIME TO AWARD CONTRACT:

An award shall be made to the lowest qualified and responsible bidder(s). The BTMUA shall have sixty (60) days from the receipt of bids to either accept or reject any or all bids and a reasonable time thereafter in the event of any special circumstances or conditions requiring same. The BTMUA reserves the right to award items separately or in total. All security delivered with the bids, except the check or bond of the apparent lowest three bidders shall be returned within ten (10) working days thereafter. Within three (3) days, Sundays and holidays excluded, after the awarding and signing of the contract, the bid security of the remaining unsuccessful bidders shall be returned to them.

17. EXECUTION OF CONTRACTS:

The successful bidder(s) shall enter into a written contract with the Authority for the faithful performance of his bid.

18. LENGTH OF CONTRACT:

The term of this Contract shall be for one year from the date specified on the day of the award except where an alternate bid has been solicited for a different length of time to be contracted. Prices bid shall remain in effect during the entirety of the contract and apply to any supplemental orders for like items approved by the Authority. Vendors must include a letter explaining any deviation from this requirement in with the bid package at the time of submission.

19. SUBCONTRACTS:

The Brick Township Municipal Utilities Authority will recognize only the successful bidder(s) for the proper execution of the entire work under this contract. No subcontractor shall be allowed to perform any work without the express permission of the Authority.

20. DELIVERY:

Items will be ordered by Authority personnel. **Item(s) are to be delivered to the BTMUA, as noted for all Item(s) on the Proposal page contained within these specifications.** A Purchase Order will be supplied to the vendor at time of order and/or procurement.

Every bidder is requested to make a statement with his bid covering this stipulation, naming any exception or qualification, and failure to make this statement will be interpreted to mean that the stipulation is accepted as stated.

All deliveries to the BTMUA shall be made between the hours of 8:30 a.m. and 3:30 p.m., Monday-Friday. Weekend or holiday deliveries are not acceptable.

If the person or firm to whom an award is made fails to furnish the items as specified, the Authority may cancel the order and may deduct and retain out of the monies due, or which may become due, to such person or firm from the Authority such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Authority may or shall be obliged to pay to procure such supplies from other parties. Surety or bonds may also be used.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

21. QUALITY:

All item(s) quoted must conform to description and specifications as they appear on the bid proposal and/or specification page(s) attached by the BTMUA. Manufacturer's or distributor's catalog or model numbers that have been referred to for the purpose of establishing the style and quality of the items which the BTMUA will accept. Vendors may quote on items equally good, BUT vendors shall insert the catalog and/or model number of the items for which they are quoting in the appropriate column on the quotation form. Each person or firm submitting quotations shall submit catalogs, brochures, technical data and/or other pertinent data which clearly describes the items quoted to evaluate compliance with the specifications. All exceptions must be noted and placed in writing on the exception list form and/or on a separate sheet attached to the exceptions list form if needed.

22. QUANTITY REQUIREMENTS:

The Authority's requirements are based on future projections and usage data for the length of the contract. The quantity listed is an estimate only, and the Authority does not guarantee to purchase any definite quantity. The amount purchased, however, shall be all of the Authority's requirements during the term of the contract, whether it be more or less than the estimate.

23. DOMESTIC PRODUCTS:

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.R.S. 40A:11-18. Preference will be given to products made or manufactured in the U.S.A. If applicable, a certificate of origin will be provided upon delivery.

24. ESCALATOR CLAUSES:

Bids which contain escalator clauses will not be considered except on fuel oil or gasoline bids. If bidder cannot guarantee price quoted or cannot deliver the item quoted on within 180 days from the date of order, he must not quote the item.

25. PAYMENT:

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order, and necessary action by the BTMUA. The contractor will not have the privilege for partial payments of account. Billings are to be made for complete orders only, and the BTMUA will not clear invoices covering parts of orders. Orders must be completed in their entirety before payment is made.

26. INDEMNIFICATION AGAINST CLAIMS:

The successful bidder shall indemnify and save harmless the BTMUA, the BTMUA's agents, and the BTMUA's employees, from and against all losses, suits, claims, actions, demands, payments, recoveries, and judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials or items furnished or delivered under the contract to be awarded here under or by or on account of any act of omission of any contractor, his, it's or their agents or employees and in case any such action be brought against the BTMUA the contractor shall immediately take charge and defend same at his, it's or their own cost and expense. The BTMUA may, if it so desires, defend such action and charge the expense of same to the contractor.

27. STATEMENT OF CORPORATE OWNERSHIP:

All corporations must attach to their bid a statement, on their company letterhead, confirming the company is a corporation and setting forth the names and addresses of all owners of the corporation.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

28. STOCKHOLDERS DISCLOSURE:

All corporations or partnerships must attach to their bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding 10% ownership criteria has been listed. See Stockholders Disclosure Form attached.

29. AFFIRMATIVE ACTION REQUIREMENTS:

Bidders are required to comply with the Affirmative Action Requirements of PL. 1975, C. 127 (N.J.A.C. 17). All successful vendors must submit the required **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements.

30. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS:

Bidders are required to comply with the New Jersey Anti-Discrimination Provisions of N.J.S.A. 10:2-1 et seq.

31. AMERICANS WITH DISABILITIES ACT:

Bidders are required to comply with the Americans with Disabilities Act of 1990.

32. SURETY:

Each bid must be accompanied by a certified check, cashier's check, or bid bond issued by a surety company licensed to do business in New Jersey, in the amount of 10% of the total amount of the bid, but not in excess of \$20,000.

Where a bid bond is submitted, **the surety company shall submit an Agreement of Surety in substantially the form attached hereto or the bid shall be rejected**, power of attorney, and statement of financial condition must accompany same. Where one or more price or alternate price is offered, the deposit is based on the extension of the highest price or alternate price. This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if his proposal is accepted. Such check or bonds will be returned to all except the successful bidders promptly following awards. All awards are based on the provision that such bids do not exceed the funds available. If required, the successful bidder will supply a completion bond.

33. INSURANCE:

The successful bidder cannot commence work under the terms of the specifications until he has furnished certificates of insurance to the BTMUA showing that he has contractor's public liability and workers compensation insurance to protect himself and the BTMUA. Therefore, **a certificate of insurance naming the Brick Township Municipal Utilities Authority as additional insured must be provided with the bid submittal**. The limits of bodily injury and property damage shall be in sufficient amounts to totally indemnify and save harmless the BTMUA. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

34. PAY-TO-PLAY: Please go to the ELEC state website: <https://www.elec.nj.gov/pay2play/p2p.html> for details on the NJ Pay-To-Play laws, forms can be filed online. Please print the form filed and attach it in the bid package.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

35. TRUTH IN CONTRACTING:

Bidder should be aware of the following statutes that represent the “Truth in Contracting” laws.

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
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BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

STOCKHOLDERS DISCLOSURE FORM

Name: _____

Address: _____

City and State: _____ Zip: _____

In the spaces provided, list the name and address of all owners, partners, directors, officers, and indirect owners owning 10% or more interest in the bidder's firm. If corporate owner, list in the spaces provided stockholders, or owners, whose ownership through the corporation is 10% or more of the bidder's firm, complete affidavit at bottom of this form. If this has already been submitted to the Brick Township Municipal Utilities Authority, use the form for any changes and complete the affidavit.

<u>Name</u>	<u>Address</u>	<u>City/State/ Zip</u>	<u>Percent</u>
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Owned

President or President of Firm:

(Type or Print Name and Phone Number)

AFFIDAVIT

I CERTIFY THAT:

_____ List of stockholder's names and addresses has been submitted to the Brick Township Municipal Utilities Authority and it is current and correct to the best of my knowledge with the exceptions as listed above.

_____ List of stockholders above is current and correct to the best of my knowledge.

_____ There are no stockholders holding 10% or more in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative: _____

Type or Print Name and Title: _____

Witnessed by: _____ Date: _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE and GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

REQUIRED AFFIRMATIVE ACTION EVIDENCE

A. Procurement, Professional & Services Contracts

All successful vendors must submit within three days of the notice of intent to award or the signing of the contract, one of the following documents to the Authority.

Failure to submit one of the following will result in the contractor's bid being rejected as non-responsive.

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report.
3. If the contractor cannot present (1) or (2), the contractor is required to submit a completed Employees Information Report Form AA-302. This form will be made available to contractors by the Brick Township Municipal Utilities Authority, if required.

Name of Company: _____

Signature: _____ Title: _____

Date: _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Company: _____

Signature: _____ Title: _____

Date: _____



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION TITLE & #: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renewal contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, She/He shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature of Authorized Representative

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

N.J.S.A. 52:32-44 (P.L. 2004, c.57)

(Assembly No. 3130 signed into law 6/29/04, Chapter 57 Law of 2004)

This law requires all businesses to register with the Division of Revenue and receive a Business Registration Certificate that must be provided to all local units of government you transact with. This law came into effect September 1, 2004.

The law provides in part that:

- A. A copy of the Business Registration Certificate, issued by the New Jersey Department of the Treasury, shall be submitted to the Local Unit of Government **before** any Purchase Order or other contracting document can be issued.
- B. A copy of the Business Registration Certificate shall be provided at the time any bid or request for proposal is submitted. In a bid situation failure to do so is a **fatal** defect and cannot be cured.
- C. Contractors are responsible for notifying any subcontractors of this requirement.
- D. This law applies to all vendors, in state and out of state.

The Business Registration Certificate can be obtained by contacting the below referenced number:

Division of Revenue, Business Registration Certificate

To obtain a NJ BRC, call (609) 292-9292 or (609) 292-1730 or log onto www.nj.gov/njbgs in order to comply with this requirement. The staff at the Division of Revenue office should be able to answer any questions you may have regarding this legislation. Thank you for your time.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

NON-COLLUSION AFFIDAVIT

State of _____, County of _____

I, _____, of the City of _____

in the County of _____ and the State of _____,

of full age, being duly sworn to law on my oath, depose and say that I am of the firm

the Bidder making the bid and that I executed said bid with full authority to do so and that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract; and that all statements contained in said bid and in this affidavit are true and correct and made with full knowledge that The Brick Township Municipal Utilities Authority relies upon the truth of the statements contained in said bid and in statements contained in this affidavit in awarding the above-named contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding or a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by

_____ (N.J.S.A. 52:3415)
(Name of Bidder)

BY _____

(Type Name and Title)

Subscribed and sworn to before me

this _____ Day of _____, 20_____

Notary Public of New Jersey

(SEAL)

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

**STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED & DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

COUNTY OF _____

I, _____ of the City of _____
in the County of _____ and the State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____, the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that The Brick Township Municipal Utilities Authority shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Title of Affiant)

(Insert Name and Address of Contractor)

Subscribed and sworn before me

This _____ day of _____ 20 _____

Notary Public of _____

My commission expires _____, 20 _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

AGREEMENT OF SURETY

The _____, a corporation created and existing under the laws of the State of _____ whose principal office is in _____

and is duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby

undertakes that if the accompanying bid of _____

(hereinafter called the Bidder) dated _____ for _____

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said bidder shall, within ten (10) days after notice of the award of contract, enter into a contract with The Brick Township Municipal Utilities Authority (hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Bidder to enter into such contract and give such bond, the Surety will pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

Provided and subject to condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be affixed hereto this _____ day of _____, 20_____

Attest:

_____ BY: _____

(Affix seal here)

(Typed name and title)

BID GUARANTEE

This Proposal is accompanied by bid security in accordance with the conditions state in the Invitation to Bid. The bid security is in the form of:

A. Surety Bid Bond _____

B. Certified/Treasurer's check _____

The amount of _____

(\$_____)

Payable to: Brick Township MUA

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to an retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the Bidder is:

An individual_____

A Partnership_____

A Corporation_____

of _____ having principal

offices at _____

_____.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Brick Township MUA Terms & Conditions

Please be advised that the Brick Twp. MUA is a local government agency and cannot guarantee terms of Net 30 days from date of invoice or pay late fees or finance charges. Following are terms and conditions of our purchase and payment policy:

- All shipments shall be made to Brick Utilities, 1551 Highway 88 West, Brick, NJ 08724.
- Deliveries to our warehouse are accepted Monday through Friday, 8:30 AM to 4:00 PM.
- Shipments are not to be made “C.O.D.”
- Transportation is to be included on all quotes and invoices, unless otherwise agreed.
- Enclose packing slip with each shipment.
- The Authority retains the right to cancel an order if reasonable shipment cannot be made.
- The MUA utilizes a Purchase Order & Vouchering system. Once an order has been entered into our system and approved, Purchase Order and Voucher forms are printed and emailed or mailed to the vendor.
- All payments are made by check and require the return of signed vouchers by the vendor. Vouchers and the vendor invoice must be received by the 10th of the month to be eligible for payment that month following Approval by the Board of Commissioners at the regular monthly meeting, held on the last Thursday of each month.
- We require that purchase orders are completed in full before processing payment.
- The MUA requires all vendors to complete IRS Form W-9 to establish a vendor account number. At your request, a blank form can be provided to you for completion and return upon acceptance of these terms.
- Upon acceptance of the terms above, The MUA requires submittal of a NJ Business Registration Form from vendors with whom purchases are expected to reach or exceed \$6,600.00, or 15% of our bid threshold in the current year. Information on how to obtain this will be forwarded upon your request.
- Should you require, the MUA will provide credit references and/or our Tax Form W-9 upon request.
- Please be advised that the Brick Twp. MUA is a local government agency and not subject to sales tax.
- If you require a copy of Form ST-4, or any other additional information, please email your request to dcurcio@brickmua.com or contact Deanna Curcio at extension 4227.

BY SIGNING BELOW THE VENDOR AGREES TO THE TERMS AND CONDITIONS AS OUTLINED ABOVE.

Company Name

Date

Vendor Signature

Printed Name

Title

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda(s) were received:

Acknowledged for: _____
(Name of Company Bidding)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

SECTION TWO

PROPOSAL PAGE(S)

&

MATERIAL SPECIFICATIONS

&

ATTACHMENT A & B

Maintenance of Granulated Activated Carbon (GAC)

GENERAL

THE REQUIREMENT

Project Location. William Miller Jr. Water Treatment Plant (Miller WTP) located at 1551 Highway 88 West, Brick, New Jersey and owned and operated by Brick Township Municipal Utilities Authority (BTMUA).

GAC Media Application. This specification covers virgin granular activated carbon (GAC) media and custom reactivated GAC media for use as adsorption media for the removal of target per- and polyfluoroalkyl substances (PFAS) for the production of potable water at the Miller WTP. The three target PFAS chemicals required to be removed, in accordance with the New Jersey Safe Drinking Water Act, by the virgin and custom reactivated GAC media include:

Perfluorooctanoic acid (PFOA),

Perfluorooctane sulfonate (PFOS), and

Perfluorononanoic acid (PFNA).

BTMUA's Representatives. The BTMUA will identify and assign BTMUA Representatives throughout the course of this work, where the representatives will be either BTMUA employees or other assigned non-employee representatives.

Project Scope. The project scope includes the following Bid Items:

Base Bid

Bid Item 1 - Custom Reactivated GAC Media; (\$/GAC vessel).

Bid Item 2 – Disposal of spent GAC (\$/per GAC vessel)

Bid Item 3 – Virgin GAC media; (\$/lb.).

Alternate Bid Items

Alternate Bid Item 1 – Virgin GAC media; (\$/lb.).

Alternate Bid Item 2 – Storage of Virgin GAC Media

Alternate Bid Item 2A – 40,000 lbs./month.

Alternate Bid Item 2B – 80,000 lbs./month.

Alternate Bid Item 2C – 120,000 lbs./month.

Alternate Bid Item 2D – 160,000 lbs./month.

Alternate Bid Item 3 – Storage of Custom Reactivated GAC

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

Alternate Bid Item 3A – 40,000 lbs./month.

Alternate Bid Item 3B – 80,000 lbs./month.

Alternate Bid Item 3C – 120,000 lbs./month.

Alternate Bid Item 3D – 160,000 lbs./month.

The Bidder is required to bid on Base Bid Item 1, Base Bid Item 2 and Base Bid Item 3 and Alternate Bid Item 1, Alternate Bid Item 2A and Alternate Bid Item 3A.

The BTMUA’s Representative shall determine which Bid Items to order for each GAC vessel GAC media changeout.

The BTMUA reserves the right to order some, none, or all of the quantities for each of the Bid Items.

All virgin GAC media shall be mined and manufactured in the United States.

Manufacturing facilities used to produce the virgin GAC media and custom reactivated GAC media shall be located in the United States.

Estimated GAC Media Change Out Schedule

The media changeout schedule will commence 30 days from Contract execution and issuance of notice-to-proceed (NTP) from BTMUA’s Representative.

The BTMUA’s changeout schedule is provided below. The BTMUA reserves the right to extend the time changeouts.

The BTMUA requires spent GAC removal and GAC media installation to be completed at the same time for each GAC vessel to minimize disruption to operations.

GAC Vessels	Estimated GAC Media Change Out Schedule
	Change Out with Virgin GAC Media
One (1) GAC Vessel	First four (4) week period
	Change Out with Custom Reactivated GAC Media
23 GAC Vessels	One (1) vessel each week

Pre-Bid Meeting and Site Inspection. The pre-bid meeting and site inspection will be held at the Miller WTP located at 1551 Highway 88 West, Brick, New Jersey. As part of the pre-bid meeting the Bidder will be provided an opportunity to inspect the BTMUA’s site to confirm they can accommodate all GAC media removal, unloading, loading and startup services.

Workday. Work shall be conducted between the hours of 0700 am to 0400 pm, exclusive of the BTMUA holidays, unless otherwise approved in writing by the BTMUA’s Representative.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

Coordination. The Contractor shall be responsible for coordination of all interfaces of this work, including but not limited to subcontractors, the BTMUA, the GAC vessel system, the GAC manufacturer, and the GAC reactivation facility; to achieve the completed required operation as specified herein.

Labor, Materials and Equipment. The Contractor shall provide all labor, material, and equipment required to remove the spent GAC media, custom reactivate the spent GAC media, and furnish, install, and place into satisfactory operation the virgin and custom reactivated GAC media for the 24 GAC vessels described herein.

Potable Water Supply. Any material used in the treatment of public water supplies shall meet and demonstrate conformance to all requirements for potable water usage as established by the Federal Safe Drinking Water Act (SDWA) and the New Jersey SDWA. All such manufacturing facilities, reactivation facilities and products must also conform to the National Sanitation Foundation/ American National Standards Institute (NSF/ANSI) Standard 61.

INSTALLED GAC VESSEL AND SYSTEM SPECIFICATIONS

Design and operating criteria for the existing GAC vessel system is specified in the table below:

GAC Vessel System Design Capacity	17.4 mgd
Number of GAC Vessels (Calgon Model 12-40)	24
Number of GAC Trains	12
GAC Vessels per Train	2
Train Configuration	Lead-Lag (Series)
GAC Vessel Diameter	12 ft.
GAC Media Capacity per Vessel (approximate)	40,000 lbs.
GAC Vessel Media Bed Depth	192"
Operating Flow per GAC Train	350 to 1,010 gpm
Empty Bed Contact Time (EBCT) per GAC vessel at (minimum)	9.7 minutes @ 1,010 gpm

The water source for media replenishment operations meets finished water quality standards and vessels should be backwashed at rates of approximately 1,000 – 1,200 gallons per minute (gpm), wastewater handling rates are between 100,000 and 200,000 gallons per day (gpd).

RELATED DOCUMENTS

Exhibits

Exhibit A: Facility Mechanical and Site Plan

Exhibit B: Facility Mechanical Sections and Details

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

QUALITY ASSURANCE

Codes and Regulatory Agencies

Perform all work to remove spent GAC media, custom reactivate spent GAC media, and install virgin and custom reactivated GAC media in compliance with governing agencies.

The following list is not intended to be all inclusive, simply illustrative of the more pertinent standards governing the specifications herein. Unless otherwise specified, the most recent (as of the Bid submittal due date) version of the referenced standard shall be followed.

ANSI/AWWA – American National Standards Institute/American Water Works Association

ANSI/AWWA Standard B100 – Granular Filter Media.

ANSI/AWWA Standard B604 – Granular Activated Carbon.

ANSI/AWWA Standard B605 – Reactivation of Granular Activated Carbon.

ANSI/AWWA Standard C653 – Disinfection of Water Treatment Plants.

NSF/ANSI

NSF/ANSI Standard 60 – Drinking Water Treatment Chemicals – Health Effects.

NSF/ANSI Standard 61 – Drinking Water System Components – Health Effects.

ASTM – American Society for Testing and Materials

D2854 - Standard Test Method for Apparent Density of Activated Carbon.

D2867 – Standard Test Methods for Moisture in Activated Carbon.

D2862 – Standard Test Method for Particle Size Distribution of Granular Activated Carbon.

D4607 – Standard Test Method for Determination of Iodine Number of Activated Carbon.

D6781 – Standard Guide for Carbon Reactivation.

SW-846 Test Method 1311: Toxicity Characteristic leaching Procedure.

Quality. All media shall be transported, removed, and installed in accordance with the GAC manufacturer's standard operating procedures.

SUBMITTALS

The Contractor is required to provide the following submittals to the BTMUA's Representative within 10 days of Contract execution and issuance of NTP. Additional submittals are required as outlined for the custom reactivated GAC media and virgin GAC media.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

GAC Manufacturer Certified Technician. Provide and maintain up-to-date current qualifications statements of all GAC manufacturer certified technicians who will be providing field services at the BTMUA's facility.

The Contractor shall provide SOPs to include:

Communication plan between the Contractor, subcontractors and the BTMUA's Representatives.

Work site management plan.

Quality Assurance/Quality Control Plan.

Work site health and safety plan with demonstration of compliance with applicable OSHA or other regulations.

Work site security and emergency response plan including the BTMUA's required site specific training.

Bulk Tanker Trucks

Security procedures for tanker trucks, GAC manufacturer certified technicians, delivery drivers, and passengers as outlined for the BTMUA's requirements as specified herein.

Documentation regarding bulk tanker trucks used to return spent GAC media to the manufacturing facility, spent GAC to the GAC reactivation facility, delivery of virgin GAC and for delivery of custom reactivated GAC media including virgin makeup GAC media.

Disinfection procedures, washout procedures and washout tickets for bulk tanker trucks.

Documentation certifying that bulk tanker truck materials used that come in contact with the spent, custom reactivated and virgin GAC media, are U.S. Food and Drug Administration approved, and that the trailers are dedicated to the transport of potable grade GAC media.

Documentation showing hoses, hose end caps, couplings, valves, New Jersey Department of Environmental Protection (NJDEP) certified backflow prevention devices, etc.

The GAC manufacturer certified technician standard operating procedures, to include but not be limited to, recordkeeping, examination of the facilities prior to initiating any work on site at the BTMUA's facilities, supervision of the specified work and determination of status of a GAC vessel as ready for service. Close out of the services after the GAC vessel is determined to be ready for service by the certified technician. The certified technician shall review with the BTMUA Representative to include, at a minimum, confirmation of installed bed depth, backwash rates and volumes required to achieve the target backwash turbidity, clean bed head loss and conditioning volume of water required to achieve the required target arsenic levels in the effluent of the GAC vessel; provision of required media samples, media Certificate of Analyses (COA), certified test report and tanker truck bill of lading, weight ticket and tanker truck wash out ticket. The COA and certified test report shall identify the GAC manufacturer and/or GAC reactivation facility and location, product name, lot number, source and

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

location of raw product, manufacturing facility location; and proper cleanup of work site and report of any damage to the BTMUA's facilities.

Spent GAC media and pre- and post-delivery virgin and custom reactivated GAC media sampling procedures.

Procedures for removal of spent GAC media from the GAC vessel, transfer to the bulk tanker truck and transport spent GAC media to the GAC reactivation facility.

Disinfection standard operating procedures, including microbiological testing for total Coliform/E. coli, of the empty GAC vessel prior to loading GAC media and of the full vessel after backwashing is complete. Caustic wash procedures of the GAC in the presence of bacteriological contamination, including microbiological testing. Disinfection in accordance with ANSI/AWWA Standard C653 shall also be provided.

Loading procedures of the virgin GAC media at the GAC manufacturer's facility, transport and delivery of the virgin GAC media and installation of virgin GAC media installation.

Loading procedures of the custom reactivation GAC media including virgin makeup GAC media at the GAC reactivation facility, transport, delivery, and installation of the custom reactivated and virgin makeup GAC media.

GAC vessel shutdown and startup procedures, backwashing rates and durations, backwash water sampling, final bed depth, clean bed head loss, conditioning process including volume of water required and sampling of GAC vessel effluent, demonstration that sampling results demonstrate that the required water quality goals were achieved for bacteriology, turbidity, and arsenic, etc.

The recordkeeping process including incorporation of the use of Miller WTP operational data to document, as examples, required backwash rates, volumes, etc. were achieved.

Coordination of Work. Coordinate the scheduling of the work with the BTMUA's Representative to prevent interferences and delays.

SPENT GAC Media REMOVAL

General

The BTMUA's Representative will request removal of spent GAC from a GAC vessel on an as-needed basis.

The Contractor shall furnish all labor, materials, equipment, and supervision for the removal and transport of the spent GAC media to the GAC reactivation facility for custom reactivation. The custom reactivated GAC media unit bid price will be inclusive of these services.

The Contractor shall furnish all labor, materials, equipment, and supervision for the disposal of spent GAC media to the GAC reactivation facility. The spent GAC disposal unit bid price will be inclusive of these bid services.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

The Contractor shall provide proof of transfer of these materials to the GAC reactivation facility and shall be required by means of manifests, load tickets, and bills of lading.

The Contractor shall provide sufficient segregated storage at the GAC reactivation facility of the spent GAC media without any comingling with other spent GAC or any other materials.

Reactivation. Only reactivation facilities and equipment used to handle spent and reactivated/regenerated GAC media, classified as potable and/or food grade, shall be used. Transportation containers, including storage vessels on vehicles, transfer hose and other equipment in contact with the media, shall be suitably protected from environmental contamination and suitably cleaned, by evidence of wash-out tickets that are presented to the BTMUA's Representative or certifying agency on demand.

Samples. Samples from each spent and custom reactivated batch of GAC media shall be retained at the GAC reactivation facility for a period of at least two (2) years and be made available provided to BTMUA's Representative for analysis by the BTMUA or their laboratory or be provided to a certification organization and as required in NSF/ANSI 61. Samples will be collected in accordance with GAC manufacturer requirements.

Spent GAC Disposal. If the spent GAC iodine number is less than 550 the spent GAC will not be reactivated and will be properly disposed of by the Contractor.

Verification of Spent Media Criteria. In accordance with NSF/ANSI 61, the BTMUA's Representative will provide written verification on a standardized form to be provided by the Contractor that the spent media to be disposed meets the following criteria:

the spent media shall have been used only for drinking water applications;

the spent media supplier is a public water system as defined by USEPA regulations (40 CFR 141.2);

the spent media shall not be a RCRA hazardous waste as defined by 40 CFR Part 261;

the spent media is not classified as a hazardous waste in the facility's state, province, or territory; and

the spent media has not knowingly been exposed to polychlorinated byphenyls (PCBs), dioxins or 1,2 dibromo—3 chloropropane (DBCP).

The form shall also contain:

the name and address of the water system supplying the spent GAC media;

the identification of the type of GAC media;

GAC manufacturer or previous regeneration/reactivation of the original GAC media;

trade designation of the original GAC media;

mesh size of the GAC media;

compliance with the original GAC media with this standard;

characterization of all regulated contaminants and other contaminants of concern that the GAC media was exposed to; and a signed statement of attestation of the above.

CUSTOM REACTIVATED GAC MEDIA

MATERIAL WARRANTY

The custom reactivated GAC media shall conform to the specifications herein for 30 days from the completion of the startup process.

Nonconformance. If the custom reactivated GAC media is in nonconformance with the product specifications, the Contractor shall remove the GAC media from the GAC vessel and properly dispose of the media, all at the Contractor's sole expense, when so ordered by the BTMUA's Representative and replace the media with virgin GAC media at the Unit custom reactivated GAC media Unit Bid Price. At the BTMUA's Representative's discretion, GAC media may be accepted subject to an agreed upon and written price adjustment between the BTMUA's Representative and the Contractor.

SUBMITTALS

The Contractor is required to provide the following submittals to the BTMUA's Representative within 10 days of Contract execution and issuance of Notice to Proceed.

General. The submittals shall include but not be limited to:

Notarized affidavit of compliance for the custom reactivated GAC media stating that it is:

ANSI/NSF 61 certified, including the certifying agency certification for the GAC reactivation facility.

Complies with applicable provisions of the AWWA Standard B605.

Complies with the Federal and New Jersey SDWAs.

Certifies that the custom reactivation facilities and equipment used to handle spent and custom reactivated GAC media, are classified as potable and/or food grade, shall be used.

Certifies that the transportation containers, including storage vessels on vehicles, transfer hose and other equipment in contact with the media, are suitably protected from environmental contamination and suitably cleaned, by evidence of wash-out tickets that are presented to the BTMUA's Representative or certifying agency on demand.

Certifies that the GAC reactivation facility has a tracking manifest that documents that a handling procedure is in place that ensures the purchaser's spent GAC has been separated from other GACs from the time the spent GAC is removed from the GAC vessels at the BTMUA's Miller WTP, through the reactivation process and during storage until the custom reactivated GAC media is returned to the BTMUA's Miller WTP.

Valid ISO 9001: 2000 certification for the GAC reactivation facility.

GAC reactivation facility name, facility location and address, capacity of the manufacturing facility, custom reactivation process, and product name and numbers shall be submitted.

GAC manufacturer's standard product data, including Safety Data Sheet (SDS).

Bill of material, including volume and lot numbers.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

Complete description of sufficient detail to permit an item-by-item comparison with the specifications.

Custom reactivated GAC media specifications, including gradation analysis, effective size, uniformity coefficient, and source of materials.

Spent GAC Acceptance Criteria. Acceptance criteria for spent GAC media to be returned to the GAC reactivation facility for production of a custom reactivated GAC media for the BTMUA.

Chain of custody documents used to track the spent GAC media and custom reactivated GAC media from place of origin, through transportation to the GAC reactivation facility, through production of the custom reactivated GAC media, in storage and through transportation for return of the custom reactivated GAC media to the BTMUA's Miller WTP.

Data on clean bed head loss and flow rate versus expansion of the GAC media during fluidization backwashing at three (3) different temperatures (five (5), 15 and 25°C). This data shall be expressed as a percentage of bed depth versus backwash flow rate (gpm/sq. ft. of vessel surface area).

CUSTOM REACTIVATED GAC MEDIA SPECIFICATIONS

General.

The Contractor shall furnish all labor, materials, equipment, and supervision for custom reactivated GAC media specified herein including all services identified in this specification, including but not limited to GAC manufacturer services, removal, delivery, installation and startup and acceptance testing. The custom reactivated GAC media unit bid price will be inclusive of all services associated with the custom reactivated GAC media as specified herein.

The BTMUA requires spent GAC removal and GAC media installation to be completed at the same time for each GAC vessel to minimize disruption to operations.

The custom reactivated GAC media shall be placed inside the GAC vessels in a uniform manner as stated herein.

The custom reactivated GAC media shall include a minimum of 15% by weight virgin makeup GAC media.

The virgin makeup GAC media shall be as specified herein for the virgin GAC media.

If the Contractor determines that greater than 15% by weight of virgin makeup GAC media is required for the custom reactivated GAC media, the amount of virgin GAC media required above 15% will be agreed to in writing by BTMUA's Representative and the Contractor where the additional virgin GAC media will be billed in accordance with the unit bid price for the virgin GAC media.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

The custom reactivated GAC media product specifications are provided in the table below:

Parameter	Unit	Criteria	Test Method
Media Type		Bituminous Coal	
	US Sieve Series	12 x 40	
	Percent on No. 12 Mesh	5 (maximum)	ASTM D2862
	<i>Percent through No. 40 Mesh</i>	<i>4 (maximum)</i>	<i>ASTM D2862</i>
Iodine Number	mg/g	<i>800 (minimum) if spent GAC media is greater than or equal to 550</i>	ASTM D4607
Moisture	Percent	2 (maximum)	ASTM D2862
Effective Size	mm	0.55 – 0.75	ASTM D2862
Uniformity Coefficient		1.9	ASTM D2862
Apparent Density	g/cc	0.43-0.66 (before washing)	ASTM D2854
Abrasion Number (Ro Tap test)		70 (minimum)	AWWA B604
Water Soluble Ash Content	Percent	10 (minimum)	AWWA B604
Non-Wettable	Percent	1 (minimum)	AWWA B604

Custom Reactivated GAC Media Product Qualifications

The Contractor shall provide custom reactivated GAC media made solely from spent GAC obtained from the BTMUA’s Miller WTP.

The manufacturer of the custom reactivated GAC media shall have a minimum of five (5) years of history of supplying NSF/ANSI 61 certified potable custom reactivated GAC for installation at public drinking water systems in North America. The manufacturer shall demonstrate a minimum of ten (10) installations of custom reactivated GAC in the United States. The Bidder shall provide references with the Bid.

The custom reactivated GAC media shall be ANSI/NSF 61 certified. The ANSI/NSF 61 certification must identify the GAC reactivation facility, the reactivation facility location, reactivation facility identification and the source of the raw material. The manufacturer facility must be a potable/food-grade reactivation facility.

The custom reactivated GAC shall comply with ANSI/AWWA Standard B605.

The Contractor shall maintain a segregated supply of the BTMUA’s spent and custom reactivated GAC media at the GAC reactivation facility. Comingling of the BTMUA’s spent or custom reactivated GAC media with other spent or reactivated GAC media or other materials is not allowed.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

In the event that the chain of custody is not provided for the spent GAC media or custom reactivated GAC media and/or the spent GAC media or custom reactivated GAC is not maintained as segregated or is comingled with other GAC media or other materials then the Contractor shall replace the media with virgin GAC media at the Unit custom reactivated GAC media unit bid price.

CONDITIONING WATER

Where the volume of conditioning water required to achieve the target arsenic level of less than five (5) parts per billion (ppb) is above 100,000 gallons for a GAC changeout then the Contractor shall reimburse BTMUA. The Contractor shall reimburse BTMUA by applying a credit on the invoice for an amount equivalent to BTMUA's commercial water and wastewater rates, in effect at the time of GAC media delivery, for all water used above 100,000 gallons.

BID ALTERNATE FOR CUSTOM REACTIVATED GAC MEDIA STORAGE

The Contractor shall provide for storage of custom reactivated GAC media on site at the GAC reactivation facility in quantities listed and on a per month basis. The custom reactivated GAC stored shall be dedicated for the sole use of BTMUA.

Volume of storage and duration of storage will be determined by BTMUA's Representative.

VIRGIN GAC MEDIA SPECIFICATIONS

ACCEPTABLE GAC MEDIA MANUFACTURERS

Virgin GAC Media

The virgin GAC media shall be Calgon Corporation FILTRASORB® F400AR (F400).

Bid Alternate Virgin GAC Media

The Bid Alternate virgin GAC shall be Calgon Corporation FILTRASORB®F400AR+ (F400AR+) where the GAC media is double acid-washed prior to delivery to reduce the volume of conditioning water needed to achieve a GAC vessel effluent arsenic to levels as specified herein.

MATERIAL WARRANTY

The virgin GAC media shall conform to the specifications herein for 30 days from the completion of the startup process.

Nonconformance. If the GAC media is in nonconformance with the product specifications, the Contractor shall remove the media from the GAC vessel and properly dispose of the GAC media, all at the Contractor's sole expense, when so ordered by the BTMUA's Representative. At the BTMUA's Representative's discretion, GAC media may be accepted subject to an agreed upon price adjustment between the BTMUA's Representative and the Contractor.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

SUBMITTALS

The Contractor is required to provide the following submittals to the BTMUA's Representative within 10 days of Contract execution.

General. Submit shop drawings including but not limited to:

Notarized affidavit of compliance for the virgin GAC media stating that it is ANSI/NSF 61 certified, ANSI/NSF 61 certified, including the certifying agency certification for the manufacturing facility; complies with applicable provisions of the AWWA Standard B604 and complies with the Federal and New Jersey SDWAs.

Valid ISO 9001: 2000 certification for the facility of manufacture for the virgin GAC media.

GAC manufacturer's name, GAC media manufacturing location and address, capacity of the manufacturing facility, source of coal, agglomeration/thermal activation process, and product name and numbers.

GAC manufacturer's standard product data, including Safety Data Sheet (SDS).

Bill of material, including volume and lot numbers.

Complete description of sufficient detail to permit an item-by-item comparison with the specifications.

Virgin GAC media specifications, including gradation analysis, effective size, uniformity coefficient, source of materials, details on the reagglomeration/thermal process, details of the double-acid wash process if applicable, capacity of the manufacturing facility and installation instructions.

Data on clean bed head loss and flow rate versus expansion of the media during fluidization backwashing at three (3) different temperatures (5, 15 and 25°C). This data shall be expressed as a percentage of bed depth versus backwash flow rate (gpm/sq. ft. of GAC vessel surface area).

VIRGIN GAC MEDIA SPECIFICATIONS

General.

The Contractor shall furnish all labor, materials, equipment, and supervision for virgin GAC media specified here including all services identified in this specification, including but not limited to GAC manufacturer services, removal, delivery, installation and startup and acceptance testing. The virgin GAC media unit bid price will be inclusive of all services associated with the virgin GAC media as specified herein.

The BTMUA requires spent GAC removal and GAC media installation to be completed at the same time for each GAC vessel to minimize disruption to operations.

The virgin GAC media shall be placed inside the GAC vessels in a uniform manner as stated herein.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

The virgin GAC media product specifications are provided in the table below:

Parameter	Unit	Criteria	Test Method
Media Type		Reagglomerated Bituminous Coal	
	US Sieve Series	12 x 40	
	Percent on No. 12 Mesh	5 (maximum)	ASTM D2862
	Percent through No. 40 Mesh	4 (maximum)	ASTM D2862
Iodine Number	mg/g	1,000 (minimum)	ASTM D4607
Moisture	Percent	2 (maximum)	ASTM D2862
Effective Size	mm	0.55 – 0.75	ASTM D2862
Uniformity Coefficient		1.9	ASTM D2862
Apparent Density	g/cc	0.43-0.66 (before washing)	ASTM D2854
Abrasion Number (Ro Tap Test)		75 (minimum)	AWWA B604
Water Soluble Ash Content	Percent	10 (minimum)	AWWA B604
Non-Wettable	Percent	1 (minimum)	AWWA B604

Virgin GAC Media Product Qualifications

The virgin GAC media shall be ANSI/NSF 61 certified. The ANSI/NSF 61 certification must identify the GAC manufacturer, manufacturing location, facility identification and the source of the raw material.

The GAC media shall conform to ANSI/AWWA Standard B604.

The GAC media shall be of virgin quality.

The virgin GAC media shall be designed, manufactured, and installed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown in the Exhibits provided herein and operated per the GAC manufacturer’s recommendations.

The virgin GAC media shall be reagglomerated product, mined and manufactured in the United States from 100% metallurgical grade bituminous coal and combined with suitable coal-based pitch binders sized to a granular form prior to baking and activation, broken pellets shall not be accepted.

Lignite, sub-bituminous, peat, wood, coconut, recycled and direct-activated coal shall not be accepted including blending these materials with bituminous GAC.

GAC media shall be thermally activated by steam under rigidly controlled conditions.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

The virgin GAC media must possess superior hardness and abrasion characteristics to withstand repeated backwashes, transfers, custom reactivation, and handling without significant change in physical size or loss of GAC volume.

The virgin GAC media shall be free of any foreign materials including any significant amounts of iron sulfides, clay, shale, dust or other mineral or biological matter.

The virgin GAC media shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water or that would otherwise render the water treated by the GAC unfit for public use. The GAC shall not impart to the water any contaminant that exceeds the maximum contaminant level (MCL) for primary drinking standards as defined by the Safe Drinking Water Act Public Law 93-523 or any of its amendments, or NSF 61 standards, and the New Jersey Safe Drinking Water Act.

CONDITIONING WATER

Where the volume of conditioning water required to achieve the target arsenic level of less than five (5) ppb is above 100,000 gallons for a GAC changeout then the Contractor shall reimburse BTMUA. The Contractor shall reimburse BTMUA by applying a credit on the invoice for an amount equivalent to BTMUA's commercial water and wastewater rates, in effect at the time of GAC media delivery, for all water used above 100,000 gallons.

VIRGIN MAKEUP GAC MEDIA

Virgin makeup GAC media used to produce the custom reactivated GAC shall comply with this Section.

BID ALTERNATE FOR VIRGIN GAC MEDIA STORAGE

Provide for storage of virgin GAC media on site at the GAC manufacturer's facility in quantities listed on a per month basis as requested by BTMUA's Representative. The virgin GAC shall be dedicated for the sole use of BTMUA.

Volume of storage and duration of storage will be determined by BTMUA's Representative.

EXECUTION

RESPONSIBILITY

Essential Services. The BTMUA is a provider of potable water as a regulated public community water system. Interruption to the supply of the virgin or custom reactivated GAC could impact the BTMUA's ability to

provide potable water supply that complies with the Federal and State SDWAs. Due to the potential impact on public health for any disruption in service, the Contractor is hereby notified that "time is of essence" for the notification of the BTMUA's Representative at the earliest time possible of the potential for, or the actual delay in, supply of the virgin GAC media or custom reactivated GAC media and for any loss of ANSI/NSF 61 certifications or other required licenses, permits, certifications, etc.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

GAC MANUFACTURER’S SERVICES

The Contractor shall utilize GAC manufacturer certified technicians, trained, and experienced in the removal and installation of virgin and custom reactivated GAC media.

The certified technician shall be a direct employee of the GAC manufacturer.

The certified technician must be regularly involved in the inspection, installation, start up, troubleshooting, testing, maintenance, and operation of GAC vessel systems and GAC media removal and installation.

The GAC manufacturer’s certified technician shall supervise and be onsite for all specified work for removal of spent GAC media and installation of virgin and custom reactivated GAC media.

The certified technician shall meet with the BTMUA’s Representative for closeout of the services after the GAC vessel is determined to be ready for service by the certified technician.

EXAMINATION

The certified technician shall verify that the GAC vessels, piping, valves, appurtenances, backwash water supply and waste handling facilities are satisfactory prior to removing and/or installing GAC media in the GAC vessels. The GAC vessels shall pass an inspection for water tightness and any and all leaks in connection and discharge piping, valves or ports have been repaired by the BTMUA prior to installing any GAC media. The certified technician shall immediately inform the BTMUA’s Representative of any unsatisfactory findings prior to initiating removal or installation of GAC media.

WORK SITE

The Contractor shall adequately protect the work site, adjacent property and persons and shall be responsible for any injury due to the Contractor’s actions or negligence.

The Contractor shall promptly remove waste or other materials resulting from the Contractor’s actions and shall not allow dust or debris outside of the immediate work area. At the end of each workday and at completion of the work, the Contractor shall thoroughly clean the work area and remove any materials or other debris.

The Contractor shall remove from the job site, and if necessary, safely dispose of, all excess material and debris as a result of the work completed under this Section, including testing procedures.

The Contractor shall dispose of heavily chlorinated water in accordance with AWWA C653.

REMOVAL OF SPENT GAC MEDIA

Removal of Spent GAC

The drained level of the GAC media shall be marked before GAC media is removed.

The preferred method of spent GAC media transfer from the GAC vessel to the bulk tanker truck is pressurization with water to move the GAC media as a slurry.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

DELIVERY OF GAC MEDIA

The Contractor shall provide the following for delivery of virgin or custom reactivated GAC media:

A minimum of 14 days delivery from date of order placement for virgin GAC media, or next business day thereafter, exclusive of BTMUA holidays, to date of removal of spent GAC and subsequent and immediate delivery of virgin GAC media and Contractor installation services.

A minimum of 14 days delivery from date of order placement for custom reactivated GAC, or next business day thereafter, exclusive of BTMUA holidays, to date of removal of spent GAC and for the subsequent and immediate delivery of custom reactivated GAC media and Contractor installation services.

Bulk Shipment. GAC media shall be delivered to the BTMUA in totally enclosed dry bulk material trailers. No bulk bag or other container delivery will be accepted. Trailers shall be equipped with hatches to permit inspection and the collection of representative samples.

There will be no additional compensation made for any waiting time by the delivery vehicle during transport, BTMUA's security gate check-in process, unloading process or loading process.

All bulk tanker trucks shall come with all proper equipment to perform the work. Hoses used for transfer of the GAC media shall remain capped during transport.

Bulk tanker trucks shall be equipped with tamper proof seals on all access ports prior to transport, where each tag shall be identifiable by color and identification number.

Prior to delivery, the Contractor shall provide to the BTMUA's Representative by email the following information for each bulk delivery:

Estimated time of arrival.

Bulk delivery cab and trailer license plates and bulk container ID.

Bulk delivery container tamper proof seal color and identification number(s).

Color copy of the company photo ID of delivery driver and any other passenger(s). Delivery driver must present a valid CDL license at the time of delivery. Passengers must submit a valid state driver's license or state ID at time of delivery.

COA and Certified Test Report for the GAC media. The Contractor shall submit the certificate of analyses and certified test report for the GAC media sample submitted at the time of delivery and the duplicate GAC media sample as described herein. The certified test reports shall demonstrate compliance with the specifications along with a statement that the GAC media scheduled for delivery is equal in quality to the sample submitted. The GAC media lot number and manufacturing facility or custom reactivation facility must be identified on the sample, COA, and certified test report. The sample, COA and certified test report shall be submitted to the BTMUA's Representative by email prior to and at the time of delivery.

Chain of custody documents for the spent GAC media and custom reactivated GAC media.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

At Time of GAC Media Delivery

Trailer hatches shall bear dated seals affixed by the GAC manufacturer or the GAC reactivation facility upon loading of virgin or custom reactivated GAC media, respectively, into trailers, and seals shall be intact and undisturbed upon arrival at the project site.

Bill of lading, weight tickets and COA for all GAC media shall be provided to the BTMUA's Representative for the GAC media delivered. Weight tickets must show that the delivery truck is certified and weighted on a New Jersey Department of Transportation or other scale approved by BTMUA's Representative.

Weight tickets submitted shall be from a certified weigher.

Certificate of analysis and chain of custody documents.

The BTMUA's Representative shall confirm that the cab and trailer license plates and bulk container ID; seal color, date, and identification number(s); COA and certified test report match that sent to the BTMUA's Representative prior to delivery. The BTMUA's Representative will confirm that the driver and any passenger(s) company ID(s) match that of a State issued CDL license or other driver's license or state ID as required.

BTMUA's Rejection of Delivery. If the BTMUA's Representative identifies any discrepancies with these requirements or finds that any of the tamper proof seals were not applied or appear to be missing or have been tampered with, the BTMUA's Representative will reject the delivery where all costs incurred for the rejection of the delivery shall be the sole responsibility of the Contractor.

Virgin GAC and Reactivated GAC Media Samples

The Contractor shall submit a representative sample for each GAC virgin or custom reactivated GAC media bulk delivery. The sample must be submitted to the BTMUA's Representative at the time of delivery and shall be collected in clean, vapor-proof

containers; labeled to include the date of sample collection and lot number and identification of the GAC manufacturer or GAC reactivation facility and facility identification, certificate of analysis, certified test report and chain of custody documents. Samples must be stored in a secure location. The Contractor shall provide shipment of the GAC media sample prior to delivery at the request of BTMUA's Representative and to allow for BTMUA's Representative to have the sample analyzed prior to authorizing delivery.

The Contractor shall submit a certificate of analysis and certified test report for a duplicate GAC media sample demonstrating compliance with the specifications along with a statement that the GAC media scheduled for delivery is equal in quality to the sample submitted.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

The BTMUA's Representative may authorize shipment:

based on the certified test report and affidavit of compliance submitted by the Contractor, or

the BTMUA's test of the GAC media sample supplied by the Contractor prior to delivery.

The BTMUA's Representative may elect to collect a sample at the time of delivery in accordance with the sampling procedures in ANSI/AWWA B604 and 605 for virgin and reactivated GAC media samples, respectively. Three (3) samples would be collected and any of the three (3) samples can be tested and used to determine compliance with the specifications herein.

Acceptance of GAC Media. The BTMUA's Representative may elect to accept the GAC media on the basis of:

the certified test report and accompanying affidavit of compliance submitted by the Contractor indicating compliance with B604 or B605, for virgin and custom reactivated GAC medias, respectively;

certified test report completed by a third-party laboratory approved by the BTMUA's Representative and accompanying affidavit of compliance submitted by the Contractor;

the BTMUA's certified test report of the GAC media sample submitted by the manufacturer and accompanying affidavit of compliance; or

the BTMUA's test of the GAC media sample collected in accordance with B604 or B605, for virgin and reactivated GAC media, respectively, showing compliance with the specifications herein.

Basis for Rejection. GAC media not complying with the requirements of the specification herein and the purchaser's documents may be rejected.

Removing GAC Media or Adjusting Price. If the GAC media does not meet the requirements of the specifications, the Contractor shall remove the GAC media from BTMUA's Miller WTP and transport, replace and install, within seven (7) days, with a like amount of virgin GAC media specified herein or make an adjustment in price that is approved in writing by BTMUA's Representative.

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INSTALLATION

Method of Installation

The Contractor shall provide a water supply connection for GAC media transfer and backwashing water. The Contractor shall provide all equipment, connections, hoses, site glasses, piping, adapters, and appurtenances for installing GAC media into the GAC vessel. Hoses shall be carefully positioned to reduce head loss and to provide a smooth hydraulic flow path for GAC media transport from the tanker truck to the GAC vessel.

The Contractor shall transfer GAC media into GAC vessels as water slurry only, using air pressure via compressed air system as the motive force. Supplemental water may be added to the trailer

discharge manifold to make the slurry more flowable and less subject to attrition. The Contractor shall furnish an air compressor and accessories as required to pneumatically pressurize the tanker for transfer of the GAC media to the GAC vessels. Use of a pump or educator to transfer the GAC media from the trailer into the GAC vessels will not be allowed. Bag loading or dry loading of GAC media into the GAC vessels is prohibited.

The Contractor shall be responsible for the cleanup of all GAC media and slurry spills that may occur during the GAC media transfer operation.

The Contractor shall coordinate with the BTMUA's Representative for training by the GAC manufacturer certified technician of BTMUA staff on GAC media filling operation procedures during initial installation of virgin or custom reactivated GAC media.

The Contractor shall deliver GAC media in bulk trailers used solely for transport of GAC media for potable use. GAC media will be loaded into the GAC media trailers either at the GAC manufacturer or reactivation facility prior to shipment to the project site. Trailers shall be thoroughly cleaned prior to being filled with GAC media and shall be lined or constructed with materials suitable for transporting GAC media that will be in contact with potable water. Transportation containers, including storage vessels on vehicles, transfer hose and other equipment in contact with the media, shall be suitably protected from environmental contamination and suitably cleaned, by evidence of wash-out tickets that are presented to the BTMUA's Representative or certifying agency on demand.

Placing GAC Media

Preparation

Cleaning and Testing. The Contractor shall leak test and disinfect each GAC vessel prior to media placement. The Contractor shall keep each GAC vessel cell clean throughout installation operations. All equipment used in placing GAC media shall be cleaned and disinfected in accordance with AWWA C653. All workers shall use boots and gloves which have been disinfected in accordance with AWWA C653. The BTMUA's Representative shall collect and

test bacteria samples of the empty vessels in duplicate at 30 minutes where sample results shall be reviewed and approved prior to accepting GAC media delivery operations.

The GAC media shall be installed in the GAC vessels by the Contractor after complete cleaning, testing, and disinfection of the GAC vessels and appurtenant piping to the satisfaction of the

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

BTMUA's Representative. In no case shall GAC media be installed in the GAC vessels prior to BTMUA's Representative acceptance of hydrostatic pressure testing and bacteriological testing results.

Installation and preparation of the GAC vessel for service shall be in accordance with the latest revision of AWWA B604 unless specifically noted otherwise.

Placement

Caution in Installing Material. Carefully place media to avoid damage to the GAC vessel and underdrain system and in a manner consistent with industry best practices.

The GAC vessel shall be filled with water prior to adding the GAC media, as recommended by the GAC manufacturer. The entire contents of the bulk tanker truck shall be directed into a single GAC Vessel.

The water level in GAC vessels shall be maintained above the GAC media level at all times, including when the GAC vessels are removed from service, to prevent oxygen adsorption.

GAC Media Washing

BTMUA Water and Wastewater

The BTMUA shall supply all water for testing from the Miller WTP backwash water supply water system.

Backwash wastewater and conditioning wastewater will be diverted to the BTMUA's Miller WTP solids handling facility.

The BTMUA accepts no liability for the rate of availability of water or any interruption in flow.

The Contractor shall ensure the GAC media shall be completely submerged below the water surface level in the GAC vessel. The GAC media bed shall be allowed to soak in a submerged condition for the length of time recommended by the GAC manufacturer to allow the carbon pores to fill with water.

Backwash of GAC media

After ensuring the GAC media is completely wetted as recommended by the GAC manufacturer and approved by the BTMUA's Representative the GAC media shall be backwashed at a reduced rate (less than 5 gpm/sq. ft.) for a minimum of five (5) minutes to remove carbon fines and entrapped air from the GAC media bed.

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After the water is clear of carbon fines, the wash rate will increase gradually over a period of at least 10 minutes to achieve media expansion between 25%-30%, according to adjustments for backwash water temperature, and to the backwash curves supplied and recommended by the GAC manufacturer. The backwash water flow rate may be increased in 5 gpm/sq. ft. increments while then holding for approximately one (1) minute before increasing another 5 gpm/sq. ft. or until the desired bed expansion has been achieved.

Once the proper media (1) expansion has been achieved, the bed shall be backwashed for a period of not less than 10 minutes in order to stratify the bed and to wash out fines.

Following the backwash at the 25-30% bed expansion, the backwash water flow rate shall then be reduced by reversing the steps used to reach the maximum backwash water flow rate. When the backwash water has been stopped, the wash water supply valve shall slowly be closed. The backwash rate shall be decreased gradually over three (3) to five (5) minutes at the end of the backwash cycle. The operational carbon bed height and resulting volume shall then be measured and determined. The volume shall be in compliance with the proper GAC media volume as recommended by the GAC vessel and GAC manufacturer.

This backwash process will require several separate backwashes, but not less than two backwashes at an expansion of not less than 25-30% to ensure the GAC media bed is effectively segregated and stratified for operation.

Following backwashing, GAC media shall be added to obtain the GAC media bed depth specified and recommended by the GAC manufacturer. The media depth shall be measured after each addition of GAC media until the specified GAC media bed depth is provided. GAC media bed shall not be scraped to remove fines. Care should be taken to avoid overfilling or underfilling the GAC vessel with GAC media.

Backwash wastewater will be discharged as directed by the BTMUA's Representative.

STARTUP AND ACCEPTANCE TESTING

The BTMUA's Representative and certified technician will conduct acceptance testing of the virgin and custom reactivated GAC media at completion of the services to include:

Confirmation of final GAC media bed depth.

Confirmation that there are no leaks after loading and pressurizing the GAC vessel.

Confirmation utilizing the Miller WTP operational data that the full backwash sequence, rates and durations were adhered to.

Confirmation utilizing Miller WTP operational data that the clean bed head loss is less than four (4) psi and that the GAC vessel operation is satisfactory.

The BTMUA's Representative will operate the GAC vessel to waste at the design loading rate in accordance with the GAC manufacturer requirements and then collect and analyze samples utilizing the BTMUA's New Jersey State Certified Drinking Water Laboratory, for:

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS

Total/fecal Coliform. The BTMUA's Representative shall collect and test bacteria samples of the full GAC vessels in duplicate at 30 minutes a minimum of 24 hours after loading and backwashing of installed granular activated carbon.

If the bacterial samples have positive detection, the BTMUA's Representative shall require that the Contractor disinfect the GAC media using caustic soda. Caustic soda will be provided by the BTMUA's Representative. The Contractor shall provide sufficient hose to connect to the BTMUA's caustic soda pump in the well house. The Contractor shall neutralize the caustic soda prior to discharging to the ground. Should any samples be positive for bacteria, the Contractor shall provide all means necessary to disinfect and re-sample until such time that all samples are negative, at no cost to the BTMUA.

Principal Contaminants. Collect samples at two (2) minutes and 30 minutes from sampling points after GAC vessel and analyze for:

inorganic chemicals, volatile halogenated organics, non-volatile organics, heavy metals, and any other tests required by NJDEP.

Turbidity. The acceptable GAC vessel effluent turbidity is <0.1 NTUs.

Arsenic

Collect a time series of samples at zero (0), two (2), five (5), 10 and 30 minutes. The samples will be analyzed by BTMUA New Jersey State Certified Drinking Water Laboratory. Results shall reveal arsenic concentrations, above background, of <5.0 ppb or less in all samples from each vessel.

ATTACHMENT A

Special Instructions

Pre-Bid Meeting and Site Inspection. A pre-bid meeting and site inspection is scheduled on May 8, 2024, at 10:00am at the William Miller Jr. Water Treatment Plant (Miller WTP) located at 1551 Highway 88 West, Brick, New Jersey. As part of the pre-bid meeting the Bidder will be provided an opportunity to inspect the BTMUA's site to confirm they can accommodate all GAC media removal, unloading, loading and startup services.

Mandatory Bid Submittals

- 1) Submit References on the Bid Reference Form as specified in the Technical Specifications to include:
 - a) The manufacturer of the virgin GAC media specified herein shall have a minimum of five (5) years of history of supplying NSF/ANSI 61 certified virgin GAC media for installation at public drinking water systems in North America. The manufacturer shall demonstrate a minimum of ten (10) installations in the United States.
 - b) The manufacturer of the custom reactivated GAC media shall have a minimum of five (5) years of history of supplying NSF/ANSI 61 certified potable custom reactivated GAC for installation at public drinking water systems in North America. The manufacturer shall demonstrate a minimum of ten (10) installations of custom reactivated GAC in the United States.

Non-Mandatory Bid Submittals – Request to submit with Bid but will not be cause for rejection, but required prior to award:

- 1) Virgin GAC
 - a. ANSI/NSF 61 Certification for virgin GAC and manufacturing facility. Submit a notarized affidavit with the Bid with the accreditation of the certifying facility for the ANSI/NSF 61 certification where certification must identify GAC Manufacturer, manufacturing location, plant identification and source of raw material.
 - b. ISO 9001: 2000 Certification. The Bidder shall submit a notarized affidavit with the Bid with the accreditation of the certifying facility for the ISO 9001:2000 certification where the certification must identify the GAC Manufacturer, manufacturing location and plant identification and the source of the raw material.
 - c. Notarized affidavit of compliance for the media stating GAC furnished is ANSI/NSF 61 certified and complies with applicable provisions of the latest revision of AWWA/ANSI Standard B605 for virgin GAC.
 - d. Certification that the Contractor shall achieve a minimum of 14 days delivery from date of order placement for virgin GAC media, or next business day thereafter, exclusive of BTMUA holidays, to date of removal of spent GAC and subsequent and immediate delivery of virgin GAC media and Contractor installation services.
 - e. Signed Affidavit of Compliance stating that the GAC they are supplying is:
 - a. 100% virgin, with no reactivated carbon whatsoever, and
 - b. 100% bituminous coal based
- 2) Custom Reactivated GAC
 - a. ANSI/NSF 61 Certification for custom reactivated GAC and reactivation facility. Submit a notarized affidavit with the Bid with the accreditation of the certifying facility for the ANSI/NSF 61 certification where certification must identify GAC Reactivation Vendor, manufacturing location, plant identification and source of raw material.
 - b. ISO 9001: 2000 Certification. The Bidder shall submit a notarized affidavit with the Bid with the accreditation of the certifying facility for the ISO 9001:2000 certification where the certification must identify the GAC Reactivation Vendor, the manufacturer, manufacturing location and plant identification and the source of the raw material.

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- c. Notarized affidavit of compliance for the media stating the custom reactivated GAC furnished is ANSI/NSF 61 certified and complies with applicable provisions of the latest revision of AWWA/ANSI Standard B605 for custom reactivated GAC.
- d. Certification that the Contractor shall achieve a minimum of 14 days delivery from date of order placement for custom reactivated GAC media, or next business day thereafter, exclusive of BTMUA holidays, to date of removal of spent GAC and subsequent and immediate delivery of virgin GAC media and Contractor installation services.

ATTACHMENT B



1551 Highway 88 West * Brick, New Jersey 08724-2399
732-458-7000 * FAX 732-458-8203
www.brickmua.com

CHRIS A. THEODOS, PE, PP, CME, CPWM, CFM
Executive Director

To: Chris A. Theodos, Executive Director
Re: Sole Source Certification Letter

I, Robert Bowers QPA, certify that Brick Utilities must solely use the “brand name” good, Calgon F400 Granulated activated carbon, in Brick Utilities’ upcoming project “Granulated Activated Carbon (GAC) Maintenance”.

Brick Utilities operates a granulated activated carbon treatment system consisting of 24 vessels containing almost 1,000,000 lbs of GAC media. All of the installed media is comprised of Calgon F400 GAC. The system has been operating for over a year and is ready for the periodic maintenance process referred to as GAC reactivation. In the reactivation process the media is processed to reactivate its ability to absorb contaminants. The process requires that new virgin media be mixed with the reactivated media and reinstalled into each treatment vessel.

The NJDEP has communicated the following position regarding the use of an “or equal” GAC product:

*“At this time the Calgon F400 is the media that has been approved for at least the majority of the GAC PFAS treatment permits and therefore we would have a concern as to the efficacy of the “or equal” GAC especially for a surface water plant.
If the proposed make up media in a vessel is to be the “or equal” the two medias will become mixed and have potential unforeseen adverse effects and we would not consider mixed media as acceptable.”*

NJDEP’s concerns regarding the use of an “or equal” GAC media and especially the mixing of an “or equal” GAC media with our existing media mirror similar concerns that Brick Utilities and its consultant, Hazen and Sawyer” have independently expressed.

NJDEP does not consider the mixing of two medias acceptable. For this reason the sole use of a brand name product ,Calgon F400 GAC, is necessary and required in the Brick Utilities’ Granulated Activated Carbon (GAC) Maintenance project and the purchasing documents will reflect that only Calgon F400 GAC media can be used with no alternative or equal product considered.

Respectfully,
Robert Bowers, Qualified Purchasing Agent

Acknowledgement by: Chris Theodos, PE, PP, CME, CPWM, CFM
Executive Director

X

COMMISSIONERS

PAUL L. MUMMOLO
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MICHAEL BLANDINA
Vice Chair

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Asst Secretary/Treasurer

ALTERNATES

HARVEY LANGER
ERIN WHEELER

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL PROPOSAL

GAC BID PROPOSAL

The undersigned hereby proposes to furnish and deliver all the items specified on the attached pages for which prices are herewith given, in strict accordance with these specifications, and hereby accepts the foregoing conditions under which this contract is to be awarded and agrees to be bound thereby.

The prices quoted must include all charges and expenses for furnishing and delivering all items in the manner and under the conditions specified, except where otherwise stated.

The undersigned hereby declares that this bidder is the only person interested in this estimate, and that no other person than herein named has any interest in this estimate, or in the contract proposed to be taken; that it is to be made without any connection with any person making an estimate for the same items and is in all respects fair and without collusion or fraud.

The undersigned does further declare that no member of "Brick Utilities" or any officer or other employee of "Brick Utilities" is directly or indirectly interested therein or in any portion of the profit thereof.

Name of Company: _____

Address: _____

Name of Authorized Bidder (Print): _____

Title: _____

Telephone Number: _____ **Fax Number:** _____

E-Mail: _____

Bid Total in Words: _____

Total amount of Bid: \$ _____ **Deposit/Surety Enclosed: \$** _____

Signature of Authorized Bidder: _____ **Date:** _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL PROPOSAL

Item No.	BASE BID ITEMS: (Brief Description of Items and Prices in Words and Figures)	Extension
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1.0	a. Custom Reactivation GAC Media; (\$/GAC vessel) _____ (Write Unit Price per Vessel)	\$ _____
	_____ Total (24 Vessels) (Write Unit Price Total)	\$ _____
	b. Disposal of spent GAC (\$/per GAC Vessel) _____ Estimate (2 Vessels) (Write Unit Price)	\$ _____
	c. Virgin GAC Media; (\$/lb) Calgon Corporation FILTRASORB F 400AR (F400) _____ (Write Unit Price per lb.)	\$ _____
	_____ Estimate (288,000 lbs) (Write Unit Price Total)	\$ _____
	<u>Total of all Base Bid Items</u>	\$ _____

(Write Unit Price)

Item No.	ALTERNATE BID ITEMS:
-----------------	-----------------------------

2.0	Alternate Bid Items a. Alternate Bid Item Virgin GAC Media; (\$/lb) Calgon Corporation FILTRASORB F 400AR+ (F400AR+) _____ (Write Unit Price per lb)	\$ _____
	_____ Estimate (288,000 lbs) (Write Unit Price Total)	\$ _____
	b. Alternate Bid Item - Storage of Virgin GAC Media 1b) Alternate Bid Item 40,000 lbs/month _____ (Write Unit Price)	\$ _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL PROPOSAL

2b) Alternate Bid Item 80,000 lbs/month

_____ \$ _____
(Write Unit Price)

3b) Alternate Bid Item 120,000 lbs/month

_____ \$ _____
(Write Unit Price)

4b) Alternate Bid Item 160,000 lbs/month

_____ \$ _____
(Write Unit Price)

c. Alternate Bid Item - Storage of Custom Reactivated GAC Media

1c) Alternate Bid Item 40,000 lbs/month

_____ \$ _____
(Write Unit Price)

2c) Alternate Bid Item 80,000 lbs/month

_____ \$ _____
(Write Unit Price)

3c) Alternate Bid Item 120,000 lbs/month

_____ \$ _____
(Write Unit Price)

4c) Alternate Bid Item 160,000 lbs/month

_____ \$ _____
(Write Unit Price)

Total of all Alternate Bid Items

_____ \$ _____
(Write Unit Price)

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL PROPOSAL

EXCEPTION SHEET

Bidder must itemize all exceptions to the specifications on the form provided. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual exception will be cause for bid rejection.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Unless otherwise stated by the Bidder in the space provided above or on a separate sheet attached, the proposal will be considered as being in strict accordance with the specifications outlined herein.

