



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: **Water Treatment Chemicals**
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: **Thursday, January 9, 2025**

at which time they will be publicly opened and read.

All interested parties are invited to attend.

In accordance with public advertisement as required by NJ law, with a copy of said notice being attached here within and made a part of these specifications.

There are two sections in this bid:

Section One - Bid Document Submission Checklist, Bid Specifications & Documents

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

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

FILL IN ALL FORMS COMPLETELY AND PROVIDE ALL PAPERWORK REQUESTED

SECTION ONE

BID DOCUMENT SUBMISSION CHECKLIST

&

BID SPECIFICATIONS AND DOCUMENTS

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 26	
X	Submission of Stockholders Disclosure Form. See item 26 & page 10	
X	List of Subcontractor's, if applicable. See item 27	
X	Submission of Agreement of Surety in the form attached as part of the bid specifications. See item 31 and page 20	
X	A Bid Guarantee, Bid Bond or Certified Check or Cashier's Check. See item 31 & page 21	
X	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 24	
X	All forms signed, certified and notarized as required. Envelope properly addressed and labeled as specified. Received in a <u>sealed</u> envelope. See item 2	
X	Submission of Fully Executed Proposal and Submission of any Exceptions to Specification Sheet along with all available information. See items 2 through 12	

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 Certificate of Insurance. See item 32	
X	Submission of Affirmative Action Evidence. See item 28 & pages 11 & 12 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 29 & page 13	
X	Submission of Americans with Disabilities Act form. See item 30 & page 14	
X	Submission of Disclosure of Investment Activities in Iran Form. See page 15	
X	Submission of Certification of Non-Involvement in Russia or Belarus Form. See page 16	
X	Submission of Copy of Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury. See item 33 & page 17	
X	Submission of Non-Collusion Affidavit (must be notarized). See page 18	
X	Submission of Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders. See page 19	
X	Electronic Submission of Political Contribution Disclosure Form(Pay-to-Play). See item 34	
X	Submission of a W-9. See page 22	
X	BTMUA Terms and Condition Form Signed. See item 24 & page 23	

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, clearly marked **CONFIDENTIAL BID WITH BID NAME ON THE ENVELOPE** and bearing the name and address of the bidder on the face of the sealed envelope. It is the bidder’s responsibility to present bids to the BTMUA prior to the bid opening. Each bid must be delivered to 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 “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. Bids received after the designated time and date will be returned unopened. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in black or blue 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. All forms must be signed, certified and notarized as required. The bidder shall include one original and one copy of their proposal in their bid submission envelope. The bid proposal form(s) must give the full business name, business address, business phone, the contact person of the bidder, email of the contact person and be signed by an authorized representative as follows:

- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

Potential bidders are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The BTMUA is not responsible for third party supplied documents.

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.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

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, written application of the bidder 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 bids have been opened.

9. CAUSES FOR REJECTION OF BIDS: (All bids pursuant to N.J.S.A. 40A:11-13.2)

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 disclosure form, Russia-Belarus Form, NJ BRC, non-collusion affidavit, all other forms within the bid documents and comply with surety requirements. 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. The BTMUA also reserves the right not to consider if a bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, the BTMUA may accept the bid of the next lowest responsible bidder.
(N.J.S.A. 40A:11-24b)

10. PRICING:

All prices and amounts and extension of each article which the bidder agrees to furnish must be written in black or blue 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 BTMUA in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in black or blue 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 BTMUA is exempt from any local, state or federal sales, use or excise tax. The BTMUA will not pay for N.J. State Sales and Use Tax that are included in any invoices.

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.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

12. ADDENDA AND INTERPRETATIONS:

No oral interpretations and or clarification of the meaning of the specifications for any good or services will be made to any bidder. 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 the written request must be received at least three (3) 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, the 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 subject 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.

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.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

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. 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.

20. 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.

21. 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.

22. 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.

23. 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 within 180 days from the date of order, he must not quote the item.

24. PAYMENT:

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are made in accordance with the BTMUA's policy and procedures. The contractor will not have the privilege of 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.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

25. INDEMNIFICATION AGAINST CLAIMS:

The successful bidder shall indemnify and hold harmless the BTMUA, the BTMUA's officers, 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 to the person or property of another, or of the property of the BTMUA resulting from any party or parties by reason of the use of negligent acts, 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.

26. STATEMENT OF OWNERSHIP & STOCKHOLDERS DISCLOSURE:

The N.J.S.A. 52:25-24.2 law provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, individual partner, and member exceeding the ten percent ownership has been listed. The included Statement of Ownership shall be completed and the list of stockholders attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

27. SUBCONTRACTORS:

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. If using subcontractor(S), a full list of all subcontractors shall be submitted with contractor's bid/proposal.

28. AFFIRMATIVE ACTION REQUIREMENTS:

No bidder may be issued a contract unless they comply with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All successful vendors must submit the **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements Form.

29. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS:

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to comply by all anti-discrimination laws including but not limited to the New Jersey Anti-Discrimination Provisions of N.J.S.A. 10:2-1 et seq.

30. AMERICANS WITH DISABILITIES ACT:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements of the Americans with Disabilities Act of 1990 as specified on the document included within the bid specification. The contractor is obligated to comply with the Act and to hold the BTMUA harmless for any violations committed under the contract.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID SPECIFICATIONS

31. BID GUARANTEE & CONSENT OF 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, payable unconditionally to the Brick Township MUA. Where a bid bond is submitted, **the surety company authorized to do business in the State of New Jersey shall submit an Agreement of Surety in substantially the form attached hereto or the bid shall be rejected**, it shall contain Power of Attorney for full amount of the bid bond, and statement of financial condition must accompany same. Where one or more price(s) or alternate price(s) is offered, the deposit is based on the extension of the highest price(s) or alternate price(s). This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if their proposal is accepted. The check or bonds will be returned to all except the successful bidders promptly following awards pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. 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.

32. 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, automotive 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. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

33. NJ BUSINESS REGISTRATION CERTIFICATE (BRC)

Pursuant to N.J.S.A. 52:32-44, the BTMUA is prohibited from entering into a contract with an entity unless the bidder and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

34. PAY-TO-PLAY DISCLOSURE: Business Entities are advised of their responsibility to file an annual disclosure statement of political contributions (Form BE) with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from: **ELEC at 888-313-3532 or at www.elec.state.nj.us**

Please go to the ELEC state website: <https://www.elec.nj.gov/pay2play/p2p.html>

For forms to be filed online.

Please print the form filed and attach it in the bid package.

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.

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 Requirements

Pursuant to N.J.S.A. 52:32-44, The Brick Township Municipal Utilities Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

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 _____

_____.

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, 8:00 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 a 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, usually 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 a tax exemption 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: _____



Public Notices

Originally published at app.com on 12/27/2024

LEGAL NOTICE –

ADVERTISEMENT FOR BID

The Brick Township Municipal Utilities Authority, County of Ocean, State of New Jersey, will receive sealed bids for:

WATER TREATMENT CHEMICALS

All bids for the above must be submitted no later than 10:00 a.m. prevailing time, on Thursday, January 9, 2025, to the office of the Qualified Purchasing Agent, Robert Bowers, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724, at which time they will be publicly opened and read. All interested parties are invited to attend.

Specifications may be obtained from the Business Office at the above address, Monday through Friday, between the hours of 8:00 a.m. & 4:00 p.m. or contact the purchasing department at 732-458-7000, Ext. 4220 or

4227. Email: rbowers@brickmua.com or dcurcio@brickmua.com

The Brick Township Municipal Utilities Authority reserves the right to reject any and all bids submitted and to waive all immaterial informalities. Bidders are required to comply with the requirements of PL 1975, C.127. Surety as noted in specifications.

By Order of

The Brick Township

Municipal Utilities Authority

Robert W. Bowers

Qualified Purchasing Agent

(\$19.80)

SECTION 2

MATERIAL SPECIFICATIONS

&

PROPOSAL PAGES

&

ATTACHMENTS

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

1. SECURITY MEASURES:

1.(a) Failure to submit this information or the submission of incorrect information will be reason for Brick Utilities to refuse delivery or cancel future orders and utilize alternate suppliers without penalty or claim from the contractor. If an alternate supplier is used, the contractor shall reimburse Brick Utilities for any costs incurred that exceed the contracted chemical costs.

The following must be completed before any Contractor, contractor's employee or subcontracted employees are permitted to service any project of the BTMUA.

Every Contractor contracting with the BTMUA hereby certifies that that they shall:

1. Conduct a background check on each employee participating in any projects involving the BTMUA and ensure that none of its employees working on BTMUA projects have a criminal record that bears any relationship to the job.
2. Only provide employees who are in good standing with the Contractor and are not in violation of any rules and regulations of the Contractor.
3. Withdraw any employee from participating in projects with the BTMUA should BTMUA provide evidence of repeated failure to follow BTMUA policies and procedures.
4. Ensure that all employees of the Contractor and its subcontractors hold a current license, registration or certification to practice the discipline required for the project and will provide such services to the project pursuant to applicable N.J. Law.

1.(b) Twenty-four (24) hours prior to delivery the chemical vendor must submit the following information to Brick Utilities via fax at (732) 836-9170:

- Truck and/or trailer number
- Truck and/or trailer license plate number
- Name and driver license number of the driver making the delivery
- Fill and delivery port seal numbers (if applicable)

1.(c) Upon arrival at Brick Utilities all equipment/vehicles will have ID and/or license plate/tag numbers readily visible. The driver must present to the Brick Utilities operator a valid drivers license and photo identification prior to off-loading chemicals.

1.(d) Where applicable, each bulk chemical delivery will have the fill and delivery ports tagged and sealed with a numbered tag. The removal of the delivery port seal will be witnessed by a Brick Utilities employee and the seal will be handed in with the paper work. Vehicles and delivery contents are subject to inspection and analysis prior to off-loading.

1.(e) Chemicals delivered in drums, pails, carboys or similar packaging shall be sealed in a manner so that product tampering will be clearly evident. Packages will be clearly marked with the manufacturer product name and a lot, batch or other form of identifying number. A copy of the delivery invoice listing the identifying numbers will be faxed to the Brick Utilities twenty-four (24) hours before delivery.

1.(f) Brick Utilities' operators will be notified of the estimated time of arrival for a chemical delivery by telephone at (732) 701-4244 at least 30 minutes prior to arrival of the delivery vehicle.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

2. GENERAL DELIVERY INSTRUCTIONS:

All deliveries shall be made to the water treatment plant with the exception of Lime Slurry Inhibitor and Bioxide Liquid Calcium Nitrate. All routine deliveries shall be made as determined by the Brick Utilities water treatment plant operator Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 3:00 p.m. Within 24 hours after placing an order, the Brick Utilities water treatment plant operator shall receive confirmation of delivery date via fax or email. Any delivery arriving on an unconfirmed date may be refused by Brick Utilities without penalty and the original delivery date will still apply. All delivery personnel must be certified in Department of Transportation RSPA Hazardous Material Regulations (49CFR 172.704).

Unless otherwise specified in sections 21(a) through 21(i), all delivery vehicle driver/operators are responsible for the transfer of product from the delivery vehicle to Brick Utilities. Delivery vehicle must arrive with all necessary equipment and appropriately trained personnel to provide a safe and reliable means of transfer.

Delivery of the material **must** be completed within the time frame specified in the following table.

Chemical	Delivery must be received within
Sodium Hydroxide (50% Caustic)	Two (2) Days from order placement
Liquid Chlorine Gas (1 ton containers)	Four (4) Days from order placement
Calcium Hydrated Lime	Two (2) Days from order placement
Bioxide Liquid	Five (5) Days from order placement
Zinc Orthophosphate	Two (2) Days from order placement
Aqua Ammonia	Five (5) Days from order placement
Carbon Dioxide	Five (5) Days from order placement
Liquid Alum	Two (2) Days from order placement

To ensure continuity of operations, should the contractor fail or is unable to furnish and deliver ordered chemicals within the time frames specified in the preceding table; Brick Utilities may cancel the order and utilize alternate suppliers without penalty or claim from the contractor. If an alternate supplier is used, the contractor shall reimburse Brick Utilities for any costs incurred that exceed the contracted chemical costs.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

3. SODIUM HYDROXIDE DELIVERY INSTRUCTIONS:

The driver of the delivery vehicle is responsible for the transfer of product from the delivery vehicle to Brick Utilities chemical storage equipment.

The delivery vehicle must have a minimum of 20' delivery hose with a 2" quick connect female coupling for connecting to a 2" quick connect male filling port coupling. The delivery vehicle must have the capability of discharging the product from the vehicle to the filling port(s) without **exceeding 25 PSI.**

The temperature of delivered sodium hydroxide **is not to exceed 120 degrees Fahrenheit.** To prevent increased viscosity of the chemical and to eliminate feed pump difficulties, the temperature of delivered sodium hydroxide **is not to be less than 70 degrees Fahrenheit.**

The contractor is responsible for capturing residual product within the hose. The driver will remain with the delivery vehicle during the entire procedure. **The delivery will range between 400 to 1000 gallons,** the exact amount to be determined by the water treatment plant operator at the time of order.

1. All caustic product transfers must be done by a diaphragm pump with a calibrated meter. Pressurized chemical transfer will not be permitted.

2. Winter deliveries (October 1st to March 31st) must be made utilizing a heated compartment tank truck with a visual temperature indicator that demonstrates a caustic product temperature range of 70 to 120 degrees Fahrenheit.

Each delivery employee shall be trained in the following areas:

General Awareness - Knowledge of this DOT regulation and the employee's ability to recognize and identify hazardous materials consistent with OSHA Regulation, 29CFR 1910.120.

Function Specific - Training specific to the functions the employee performs.

Safety Training - Each employee who handles a hazardous material shall be trained in:

Emergency Response Training (49CFR172 Subpart G)

All information contained in 49CFR172.602 which can be used in the mitigation of an incident involving the hazardous material.

OSHA Training - Training required by OSHA Regulation 29CFR1910.120

Work practices which minimize risks from hazards. Safe use of engineering controls and equipment, use of personal protective equipment (PPE), safety, health and other hazards associated with the functions the delivery employee performs. Medical requirements including recognition of symptoms and signs which might indicate over exposure to the hazards associated with the hazardous material.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

4. CHLORINE DELIVERY INSTRUCTIONS

Brick Utilities retains an in-house Hazmat Team to handle all chlorine deliveries. The Hazmat Team follows Brick Utilities Standard Operating Procedures for Chlorine Delivery and Container Changeover to manage the delivery of all chlorine containers. Copies of these procedures are attached (**Attachment A**) and will be reviewed by the delivery driver prior to the start of the unloading procedure.

Upon arrival, the delivery driver must proceed directly to and stop at the plant secured area entrance gate and alert plant operations by telephone (732) 701-4244 of arrival. Upon verification of information under Security Measures, Section 20(b), the delivery vehicle will be escorted to the loading dock. The delivery driver will remain with the delivery vehicle at all times, unless authorized to leave by Hazmat Team personnel while conducting the offload procedure. The delivery driver will complete all safety procedures in docking, parking and unloading of delivery vehicle as required by their employer. A copy of safety procedures must be attached to this bid.

Before unloading, the Hazmat Team will perform a general visual inspection of the containers and identify any problems (pitted rust spots, oozing spots and trails, pitted and/or oozing feed valves). During the unloading procedure, hydrotest dates and the condition of the upper and lower valve will be inspected as each container is removed from the delivery vehicle and placed in the chlorine room. Included herein are the specifications and dimensions for the vacuum regulator and heater assembly used by Brick Utilities to feed chlorine gas (Attachment B). All containers and valves must be compatible with the equipment specified in Attachment B and whereas the container valve is threaded into the container no deeper than to maintain a minimum distance of one and a half inches as measured from the center of the container valve outlet to the side wall of the container. During the inspection, if the Hazmat Team determines a container may not be placed online safely using Brick Utilities' equipment, the affected container(s) will be refused, returned and arrangements for a replacement delivery will be made by "Brick Utilities" at no additional cost to "Brick Utilities".

*****NOTE: One ton containers must only be equipped with CGA compliant TEKNO, Sherwood, or Superior valves. No other valve models will be accepted by Brick Utilities*****

All delivery personnel must be certified in Department of Transportation RSPA Hazardous Material Regulations (49CFR 172.704).

5. CALCIUM HYDRATED LIME DELIVERY INSTRUCTIONS

The driver of the delivery vehicle is responsible for the transfer of product from the delivery vehicle to Brick Utilities silos.

Loads will be delivered in quantities of fifteen (15) tons in bulk loads, to be blown into storage bins at **4 - 5 PSI. Deliveries in 50 pound bags will not be accepted.**

6. BIOXIDE LIQUID-CALCIUM NITRATE

Deliveries will be in a tank truck and dropped at the Pine Meadows Waste Water Pump Station and the 5th Street Wastewater Pump Station in Brick, NJ and the Bay Wastewater Pump Station in Mantoloking, NJ. Loads will be delivered bi-annually at approximately 750 gallons / delivery at Pine Meadows Station, 750 gallons / delivery at 5th Street Station and 750 gallons/delivery at Bay Station. Product must conform to trademark of Evoqua Water Technologies LLC (formerly known as Siemens Water Technologies) or equal.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

7. ORTHOPHOSPHATE DELIVERY INSTRUCTIONS:

The driver of the delivery vehicle is responsible for the transfer of product from the delivery vehicle to Brick Utilities chemical storage equipment.

Delivery vehicle must have a minimum of 20' delivery hose with a 1.5" quick connect female coupling for connecting to a 1.5" quick connect male filling port coupling. Deliveries will be made in 250 - 300 gallon Intermediate Bulk Containers only.

8. AQUA AMMONIA DELIVERY INSTRUCTIONS:

Deliveries will be 250 gallon DOT approved Intermediate Bulk Containers only.

9. CARBON DIOXIDE

The delivery driver is responsible for the transfer of product from the delivery vehicle to Brick Utilities chemical storage equipment.

Loads will be delivered in bulk quantities ranging from **40,000 to 50,000 lbs.**, to be determined by Brick Utilities' operators at the time of order.

10. LIQUID ALUM DELIVERY INSTRUCTIONS

Delivery vehicle must have a minimum of 20' delivery hose with a 2" quick connect female coupling for connecting to a 2" quick connect male filling port coupling. The delivery vehicle must have the capability of discharging the product from the delivery vehicle to the filling port at a discharge pressure of **5 to 8 PSI**.

The contractor is responsible for capturing residual product within delivery hose. The driver will remain with the delivery vehicle during the entire delivery procedure. **The delivery will range between 4,000 to 5,000 gallons**, the exact amount to be determined by the water treatment plant operator at the time of order.

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

11. Material Safety Data Sheets (MSDS)

Prior to initial (first) delivery of each chemical, the contractor will provide to Brick Utilities current Material Data Safety Sheets (MSDSs) for that specific chemical. One time submission of MSDSs is sufficient unless MSDS data is updated and/or chemical suppliers change. If this occurs, new MSDSs will be provided to Brick Utilities by the contractor.

12. SAMPLING, TESTING AND REJECTION:

Brick Utilities may require optional sampling and testing of materials should the materials become suspect based on visual or performance criteria, either upon delivery or during that delivery's use. Sampling and testing of materials shall be performed in accordance with EPA, AWWA and industry standards. If the materials do not meet the applicable requirements of the standard, they shall be removed from the site at the contractor's expense. An independent laboratory, acceptable to the purchaser, may be employed by the contractor to sample and test the disputed material before removal.

13. PRODUCT HANDLING & TRANSPORTATION/CONTAINER INTEGRITY:

Every bidder will certify that the respective bidder complies with all pertinent Federal, State and Local regulations applicable apply to product handling and transportation and container integrity. This includes the proper protection of the driver (delivery procedures, training, and PPE), of the surrounding area (containment devices), and compliance with all pertinent inspections procedures and timetables, assuring product container integrity. **BIDDER MUST INCLUDE WITH HIS BID AN AFFIDAVIT, ON THE FORM ATTACHED HERETO, CERTIFYING AS TO THEIR COMPLIANCE WITH THIS REQUIREMENT OR THE BID SHALL BE REJECTED.**

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL SPECIFICATIONS

AGREEMENT OF SAFETY REGULATIONS COMPLIANCE

The undersigned, _____, hereby proposes and agrees to
comply (Bidder Name)

with all United States Department of Transportation Hazardous Material Regulations (49CFR 172.704) and other pertinent Federal, State and Local Regulations that govern the health, safety and welfare of their employees and employees of "Brick Utilities" as well as complying with all Federal, State and Local Regulations that govern the safe handling and transportation of the applicable product.

Each bidder will also agree to furnish all the necessary labor, materials, equipment, tools, personal protective equipment, safety equipment, and services necessary for the work specified in this contract.

IN WITNESS WHEREOF, the undersigned bidder has caused this Agreement to be signed by its proper officer and its corporate seal to be affixed hereto this ___ day of _____, 20____.

Attest:

(Signature)

By: _____
(Type/Print Name and Title)

(Affix Seal Here)

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL PROPOSAL

WTC 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 BIDDER (Company): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

NUMBER OF ITEMS BID: _____ TOTAL AMOUNT OF BID: _____

DEPOSIT ENCLOSED (Bid Guarantee, Bond, Certified or Cashier's Check): _____

DATE: _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL PROPOSAL

Item #	Description	Length of Bid	Estimated Quantity	Unit Price	Total Price
1.	SODIUM HYDROXIDE 50% caustic soda; 6.38 pounds per gallon on a dry weight basis. Conforming to AWWA B-501-88 and ANSI/NSF 60. Loads will be delivered in quantities ranging from 400 to 1,000 gallons.	6 months	30,000 Gallons	\$ _____	\$ _____
		12 months	40,000 Gallons	\$ _____	\$ _____
2.	LIQUID CHLORINE/GAS 99.5% chlorine; specific gravity 1.571 conforming to AWWA B-301-87 and ANSI 60. Loads will be delivered in quantities of one (1) or more tons, in one (1) ton containers. ** **NOTE: (CHLORINE) – If a rental fee is to be charged for containers/cylinders, please indicate below. Same will be considered in calculating bid price.	6 months	37.5 Tons	\$ _____	\$ _____
		12 months	50 Tons	\$ _____	\$ _____
		Ton Containers:		\$ _____	ea

Item #	Description	Length of Bid	Estimated Quantity	Unit Price	Total Price
3.	CALCIUM HYDRATED LIME 68% min. available calcium oxide. Conforming to AWWA B-202-88 and ANSI/NSF 60. Loads will be delivered in quantities of fifteen (15) tons in bulk loads, to be blown into storage bins at 4-5 pounds of pressure 50 pound bags are not acceptable.	6 months	487.5 Tons	\$ _____	\$ _____
		12 months	650 Tons	\$ _____	\$ _____
4.	BIOXIDE LIQUID-CALCIUM NITRATE Deliveries will be in a tank truck and dropped at the Pine Meadows Waste Water Pump Station and the 5th Street Wastewater Pump Station in Brick, NJ and the Bay Wastewater Pump Station in Mantoloking, NJ. Loads will be delivered bi-annually at approximately 750 gallons / delivery at Pine Meadows Station, 750 gallons / delivery at 5th Street Station and 750 gallons/delivery at Bay Station. Product must conform to trademark of Evoqua Water Technologies LLC (formerly known as Siemens Water Technologies).	6 months	3,750 Gallons	\$ _____	\$ _____
		12 months	5,000 Gallons	\$ _____	\$ _____

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY CHEMICAL MATERIAL PROPOSAL

Item #	Description	Length of	Estimated Quantity	Unit Price	Total Price
<u>ZINC ORTHOPHOSPHATE</u>					
5.	Source of zinc in solution must be zinc oxide at a 1:5 ratio. Deliveries will be 250 – 300 gallon carboys only. Driver must fill Brick Utilities chemical storage equipment from carboys. Product must be certified as meeting ANSI/NSF Standards 60 & 61.	6 months	15,000 Gallons	\$_____	\$_____
		12 months	20,000 Gallons	\$_____	\$_____
<u>AQUA AMMONIA</u>					
6.	29% Ammonium Hydroxide. Deliveries will be 250 gallon Intermediate Bulk Containers only. Product must be certified as meeting ANSI/NSF Standards 60 & 61, Federal Specifications 0 – A 451F.	6 months	3,000 Gallons	\$_____	\$_____
		12 months	4,000 Gallons	\$_____	\$_____
<u>CARBON DIOXIDE</u>					
7.	A minimum of 99.5% purity. Loads delivered in bulk quantities ranging from 40,000 to 50,000 lbs. Conforming to AWWA Standard B510-89 and ANSI/NSF Standard 60.	6 months	262.5 Tons	\$_____	\$_____
		12 months	350 Tons	\$_____	\$_____
<u>LIQUID ALUM</u>					
8.	4.25% min. available water soluble aluminum; specific gravity – 1.32. Conforming to AWWA B-403-88 and ANSI/NSF 60. Loads will be delivered in quantities of 4,000 - 5,000 gallons	6 months	210,000 Gallons	\$_____	\$_____
		12 months	280,000 Gallons	\$_____	\$_____

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.

ATTACHMENT A

Standard Operating Procedures Chlorine
Delivery
Container Changeover



Standard Operating Procedure

Chlorine Delivery

A checklist detailing these procedures is to be completed every time a chlorine delivery is made. A sample checklist is attached. Completed forms are to be forwarded to the Regulatory Compliance/Health and Safety Supervisor for review and filing.

1. Once a chlorine delivery is scheduled, the vendor will fax the Water Treatment Plant a "Driver Information Sheet" 24 hours in advance of the delivery. The Driver Information Sheet shall include the driver's name, ID #, delivery vehicle #, and license plate #.
2. Brick Utilities will be notified by telephone a minimum of thirty (30) minutes prior to arrival of delivery vehicle on site. An Emergency Response (ER) Team Member and/or EHS Operators approved to wear an SCBA will be alerted and dispatched to the docking area to await arrival of the delivery vehicle. Personnel will have a copy of the the Driver Information Sheet (DIS) to check and verify the driver's Employee ID Card (photo) and Driver's License against the information provided on the DIS
3. Upon arriving drivers are to proceed directly to the rear of the water treatment plant, where the docking facility is located. The delivery driver will remain with the delivery vehicle at all times, unless Authority personnel are conducting the offload procedure.
4. An ER Team Member and/or EHS Operator will place traffic safety cones around the delivery vehicle once it has been positioned at the loading dock.
5. *The ER Team Member and/or EHS Operators will check the Drivers' information and if any information provided does not match, or suspicious activity is observed, they will immediately call the Control Room to have the front gate closed. Personnel in the Control Room will also immediately contact the Brick Police Dept for assistance.*
6. If all requirements are met and in order the delivery may continue. The following items must be checked:
 - a. Vehicle should be firmly against loading dock bumpers.
 - b. Wheels chocked.
 - c. Safety cones should be positioned around the vehicle.
 - d. Vehicle must have engine off and brakes set.
 - e. Visual inspection of container lifting system to identify any possible hydraulic leaks.

If any or all of these conditions are not met, delivery of chlorine will be suspended or terminated until all of the conditions listed above are properly met.
--

7. Visual check of surrounding area for casual personnel. They must be alerted of the delivery and warned of accidental discharge.
8. Shipping papers must be checked prior to unloading.
9. All chlorine containers must be handled with care.
 - a. Before containers are moved, the following must be accomplished:
10. Protective caps must be in place.
 - a. A general visual inspection of the containers will be performed to identify any problem areas (badly pitted rust spots, oozing spots and trails). If the condition of the containers is questionable, the delivery will be refused and so noted on the checklist.
 - b. Containers must never be allowed to be dropped or struck with force.
11. The proper equipment must be used when moving the containers:
 - a. The lifting boom on either the delivery vehicle and/or the Chlorine Room must be used to move chlorine containers. Containers not placed on trunnions will be secured (chocked) at all times.
 - b. A minimum of three (3) Authority employees are required for the delivery procedure:
 - i. Two (2) ER Team Members/EHS Operators for chlorine handling;
 - ii. One (1) safeman from either group at the Chlorine Room entrance door.
 - c. Chlorine container handling personnel will wear hard hats, work gloves and safety steel-toed boots.
 - d. Chlorine delivery safeman may don an SCBA, placing it in the operating mode (turn air supply on), but will not affix the facemask. The observer will place the facemask on, should there be a problem with the delivery and chlorine gas escapes from the container.
12. Lifting Bar Procedure:
 - a. While moving, hoist to move the container from the delivery vehicle, check all directional movements of the hoist to assure proper system functioning.
 - b. Prior to actual lift, check for proper positioning of lifting bar hook to the container rim.
13. The lifting technique should be smooth and unhurried.
 - a. Chlorine Containers Must be Stored Properly at all Times.
 - b. Four (4) containers will be placed on the scales. One (1) container will be placed on the trunnion adjacent to the scales. Containers are to be rotated on the scales and trunnion, so that the Hydrotest Date Stamp is readily visible.

14. 1 Ton Containers: Within five (5) years of year stamped.

Completion of Delivery Operation:

- a. When the physical delivery of the containers has been completed, the Chlorine Room will be secured. All traffic control devices will be removed from the roadway.
- b. The Authority vehicle will escort the chlorine delivery vehicle to the front entrance gate at a maximum speed of 5 MPH. Both vehicles will follow all traffic signs. Under certain circumstances the Authority escort vehicle may reverse the one-way traffic pattern at the Administration Building to allow the delivery vehicle a direct exit. A second Authority escort person is required to direct traffic at the front gate when this exit route is chosen.
- c. Plant Operators will be provided with the exact amount of chlorine received so that the Inventory Sheet can be immediately updated. Under no circumstances will maximum inventory level of 10,000 pounds be exceeded.

Revised – 8/27/09

i. NOTE: Hydrotest Dates will be checked prior to unloading from delivery vehicle. Hydrotest Date must be within a five (5) year period. If the Hydrotest Date is over five (5) years, the container will be refused. Hydrotest Dates will be noted on the checklist.



Standard Operating Procedure

Container Changeover

15. A Chlorine Container Changeover Checklist (attached) must be completed for each container changeover.

Follow all *"Chlorine Room Entry Procedures"* (TCPA-2).

A total of three (3) Emergency Response (ER) Team Members and/or EHS Operators approved to wear an SCBA are required for a chlorine container changeover. Two (2) employees to perform actual changeover and one (1) employee as safeman, positioned outside the Chlorine Room entrance door.

All employees involved in the container changeover will wear SCBAs and gloves. The two (2) employees performing the changeover will have SCBA air supply "on" with facemask. The third employee (safeman) will have the facemask hose connected to the SCBA regulator, but will not place it on his face for this operation unless a chlorine leak has resulted.

Manually shut off Chlorine Room exhaust fan #1 by sliding switch to the "off" position. Exhaust fan #2 (located by container #4) will remain "on".

The two ER Team Members/EHS Operators performing the changeover will enter the Chlorine Room. Close valve on the empty container. Closing of the valve will only require a 1/4 of a turn. Assure that the valve wrench is not hitting the heater pipe of the regulator head, which will not allow the container valve to fully close.

On the empty container, move the chlorinator switch (located on the left side of the chlorinator regulator head, refer to Figure 1) to the "Operating" (center) position. Loosen the yoke screw on the manifold slide bar (refer to Figure 2) on the empty container. Remove chlorinator head from the empty container and immediately move the chlorinator switch from the "Empty" position to the "Reserve" position. This switch repositioning stops air from entering system

Install valve cap onto the container gas valve on the empty container.

Use the squeeze bottle containing the ammonia solution to test around the capped valve of the empty container to assure that no leaks exists.

Install protective cover over the valves assemblies of the empty container.

Use the chain hoist to remove empty container. Place the empty container on the floor adjacent to the full container stored on the trunion. Secure the empty container with chocks.

ADJUST SCALES - REFER TO *"Setting/Resetting Chlorine One-Ton Container Scales"* (TCPA

15a) Use the chain hoist to move the full container from the trunion storage rack to the scale left vacant by the removal of the empty container.

ADJUST SCALES - REFER TO *"Setting/Resetting Chlorine One-Ton Container Scales"* (TCPA

15b) Use the chain hoist to move the empty container from the chocked floor position to the trunion storage rack.

Secure the chain hoist by leaving a little slack, as it remains attached to the empty container. Remove the protective cover from the valve assemblies of the recently moved full container.

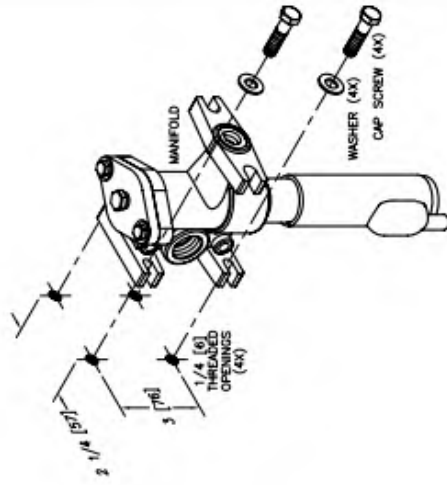
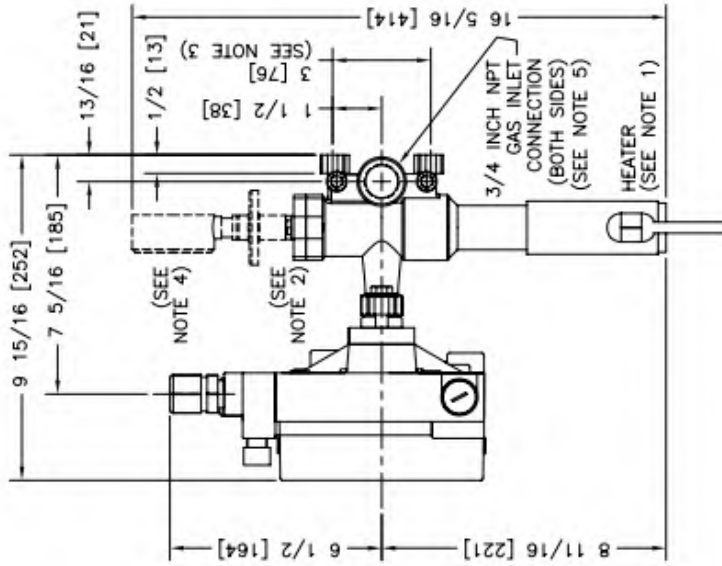
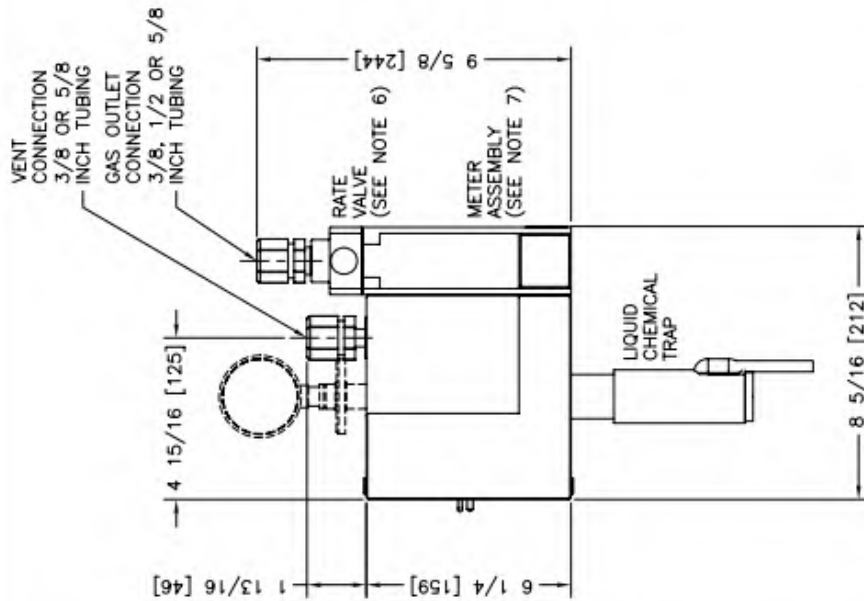
16. Rotate the container for a "12 and 6 o'clock" valve positioning while assuring that the Hydrotest date is visible.
17. By using the ammonia squeeze bottle, check all capped valves to assure that no leaks are present. Take the container wrench and place it on the gas (12 o'clock) valve stem and assure that it is firmly closed.
18. Check the container gas valve (12 o'clock) outlet to assure a clean surface.
19. Install a new lead gasket in the adapter fitting of the manifold (refer to Figure 2).
20. Slip the yoke over the gas valve (12 o'clock) outlet in the adapter inlet (refer to Figure 2) and tighten the yoke screw securely using the container wrench, but do not over tighten.
21. Visually check seating of the lead gasket. It should be spread uniformly around the adapter fitting. Also check the lead seal between the heater and the regulator, in addition to the heater seal seat, and perform corrective maintenance as necessary.
22. Using the container wrench, open the gas valve (12 o'clock) 1/4 turn and quickly close the valve.
23. Check all valve connections for leaks by using the ammonia squeeze bottle. If a "white cloud" is visible, the chlorinator must be removed and refitted with another lead gasket. If no leaks are found, then;
24. Using the container wrench, open the gas valve (12 o'clock) 1/4 turn and leave open. Check for leaks.
25. The second EHS operator present in the Cl₂ Room will check and verify that the gas valve is opened only 1/4 turn.
26. Apply the proper container tags to the empty, full and container on-line tags.
27. Assure that the Chlorine Room is secure and the floor clear to tools and debris.
28. The two ER Team Members/EHS operators will exit the Chlorine Room. Once exited, the safeman will reset the exhaust fan #1 switch back to the "on" position and assure that both exhaust fans will operate automatically when the chlorine entrance room door is opened.
29. Each employee will clean and inspect his/her SCBA. Air cylinders will be checked for volume and replaced if necessary. SCBAs will be returned to their proper storage locations.
30. The Water Plant Operator will be notified of container changeover.

Revised – 8/27/09

Attachment B

NXT3000 Vacuum Regulator Ton Container Mounted Dimensions NXT3000 Vacuum

Regulator Dimensions



NOTES:

- HEATER FURNISHED WITH 10 FOOT [3 m] CORD AND 3 PIN PLUG. 120 VOLT, 60 HZ, 25 WATT, SINGLE PHASE REQUIRED TO OPERATE HEATER
- FILTER ACCESS COVER
- FOUR 5/16 [8] WIDE SLOTS PROVIDED FOR WALL MOUNTING. MOUNTING HOLE LOCATIONS ARE GIVEN IN THE ILLUSTRATION TO THE RIGHT.
- OPTIONAL: TWO INCH [51] DIAL GAS PRESSURE GAUGE WITH CHEMICAL PROTECTOR.
- ONE SIDE PROVIDED WITH A PLUG. OTHER SIDE PROVIDED WITH ADAPTOR FOR FLEX CONNECTOR UNION NUT COUPLING.
- ON AUTOMATICALLY CONTROLLED SYSTEMS THIS VALVE IS REMOVED AND THE KNOB IS PERMANENTLY ATTACHED.
- METER MAY BE MOUNTED EITHER INTEGRALLY TO THE VACUUM REGULATOR OR WALL MOUNTED REMOTELY.
- TUBING CONNECTORS PROVIDED IN THE ABOVE MENTIONED SIZES

LEGEND: INCHES [MILLIMETERS]

<p>CAPITAL CONTROLS</p> <p>SEVERN TRENТ SERVICES</p>		UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES FOR SUPPLEMENTARY INFORMATION SEE ENGINEERING STANDARD NUMBER 801	
		DRAWN BY & DATE RV 26 MAR 02	NXT3000 VACUUM REGULATOR DIMENSIONS
		CHECKED BY & DATE WF 27 MAR 02	500 PPD [10 KG/H] MAX CL2/SO2 GAS
		APPROVED BY & DATE JTG/WF 22 JUN 2004	SCALE: 1/3
		APPROVED DATE	DWG NO: 100D1025
		REV DESCRIPTION	SHEET 1 OF 1

