

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

LABORATORY SERVICES

Bid # 23-06

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

Tuesday, May 16, 2023

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**Angela Socio
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

Bid No.	Item
23-06	Laboratory Services

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Tuesday, May 16, 2022** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304.

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

Angela Socio
Purchasing Agent

To be advertised: **Friday, May 28, 2023**
Home News & Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Tuesday, May 16, 2023**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the “ **Laboratory Services**” will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.

2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, “**Bid for Laboratory Services.**” If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, “**Bid For Laboratory Services.**” All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.

4. Bidders are to submit the non-collusion affidavit with the bid proposal form.

5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. (**N.J.S.A. 40A:11-1, et. seq.**)

6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.

7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.

8. A bid bond is not required.

9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 23-06.** together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND
ATTACHED TO THE BID PROPOSAL.**

28. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A Performance Bond Is not required.

EXHIBIT A

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, affection- al 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. 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, col- or, 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 principles 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.

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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval; Certificate of Employee Information

Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick,

authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

- General Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.

- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township, is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 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 of 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 proceedings 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 Township 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.

37. New Jersey Business Registration Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must submit a valid registration at time of award of contract.

Signature _____ **Date** _____

Printed Name & Title _____

**SPECIFICATIONS FOR
LABORATORY SERVICES
SCOPE**

Vendor shall provide Laboratory Analysis of samples provided to them by various South Brunswick Township Divisions. For the purpose of this specification these analyses shall be grouped as follows:

- A. Industrial Testing Services
- B. Potable Water Testing
- C. Non-Public Potable Water Testing
- D. NJPDES Permit Monitoring Testing
- E. Volatile Organic Scans; Air, Water, Wastewater
- F. Primary Drinking Water Parameters/Heavy Metals
- G. Total Trihalomethanes/Haloacetic Acids in Potable Water
- H. Soil Sampling
- I. Various Unspecified Analyses

CONTRACT AWARD

South Brunswick Township reserves the right to award multiple contracts on a group by group basis to multiple laboratories or to issue one contract to one laboratory.

Bids will be evaluated based on the lowest GRAND TOTAL which shall be the sum of all preceding Sub-Totals identified as: SUB-TOTAL * _____*.

Unit prices that do not have a "number of samples" multiplier and a printed line to receive the extended amount will not be included in the GRAND TOTAL.

TERM OF CONTRACT(S)

The term of the contract or contracts for Laboratory Services shall be for the period of two (2) years commencing from the date of the award. See the Contract Extension below:

Contract Extension

Any Contract for services, the statutory length of which is for three years or less, may be extended for no more than one two-year or two one-year extensions, but in no event for more than a total of five consecutive years. Any such extension can only be by resolution of the Township Council upon finding by the Council that the services already provided have been performed in an effective and efficient manner. Any price change included, as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

GENERAL SPECIFICATIONS

1. Bidder shall be a NJDEP certified laboratory. Copies of current applicable certifications shall accompany the proposal.
2. The Township will collect samples in sample containers, with proper labels, provided by the laboratory. The laboratory shall be responsible for providing two (2) lockable refrigerators in working order. Minimum size refrigerator shall be eleven (11) cubic feet; one unit for the Sewer Division and one unit for the Water Division. The Township will provide electrical power and a suitable location for the refrigerator.
3. The laboratory shall provide sample pick up five (5) days per week; Monday through Friday. The laboratory's courier shall pick up between 3 PM and 4 PM, unless otherwise specified. South Brunswick Township will issue pick up schedules quarterly. Emergency pick-ups will be provided when necessary.

4. It shall be the responsibility of the laboratory to properly store samples at the required temperature until samples are analyzed. All samples shall be retained by the laboratory for thirty (30) days or for the maximum holding time allowed prior to re-analysis whichever is less. Proper chain of custody forms shall be executed for all samples. The laboratory shall deliver all sample containers to the Township. The cost of sample containers shall be included in the unit price for the analysis.
5. The laboratory is required to advise the Health Department or Water Division, by telephone and email, immediately of any analysis result which exceeds the NJDEP maximum contaminant level for the subject of the test or which indicates any hazard to a potable water supply.
6. A listing of the time necessary to deliver a written analysis result, for each analysis specified, shall accompany the proposal. Results not received within the time specified shall be subject to liquidated damages as specified below.
7. Verbal results of testing for total coliforms will be made available upon request twenty-four (24) hours after samples are delivered to laboratory. No additional fees will be charged for supplying the verbal results.
8. South Brunswick Township may prefer to deliver specific samples immediately to the laboratory. Invoicing of samples delivered by South Brunswick Township shall be at the same rate as if the laboratory picked up the sample.
9. Samples shall not be invoiced until associated results or reports have been submitted to the South Brunswick Township or other agencies as directed by South Brunswick Township.
10. When requested, the laboratory shall provide training to South Brunswick Township employees in the form of explanation and example of the proper procedures to take and handle samples, and shall include any applicable safety requirements.
11. The laboratory is required to put all lab results and E-2 forms on their website so that the results may be accessed in printable form. All E-2 forms will be sent to the Department Of Environmental Protection within the allotted time given by the state. All results will be posted by the 5th of each following month. The laboratory will be responsible for all late deliveries of E-2 forms to the State. Results not received within the time specified shall be subject to liquidated damages as specified below.

LIQUIDATED DAMAGES

1. The laboratory services described herein are necessary to ensure the health and safety of the residents, citizens, and visitors to South Brunswick Township. Violations of the letter or spirit of the specifications threaten the Township's ability to maintain its health standards and result in considerable administrative expense to mitigate those violations. Listed below are specific examples of violations, and liquidated damages that will be assessed against those violations. The dollar amount of damages will be deducted from invoiced amounts due to the laboratory but only after the laboratory has been advised in writing of the violation.

2. Types of violations are:

- Class I -
 - a. Vendor missed scheduled/committed delivery of sample bottles or other items.
 - b. Delivery of wrong sample bottles or other items by vendor.
 - c. Contaminated sample bottles delivered by vendor.

- Class II -
 - a. Vendor missed sample pick up schedule.
 - b. Vendor delayed report of analysis.
 - c. Vendor delayed E-2 report to the D.E.P

- Class III -
 - a. Faulty report of analysis by vendor.

- Class IV -
 - a. Faulty report of analysis by vendor requiring resampling.
 - b. Vendor delayed analysis resulting in unusable sample or inaccurate results requiring resampling.
 - c. Vendor loses or misplaces sample requiring resampling.

3. Types of monetary deductions:

- Class I - \$1.00 deduction per bid items of \$10.00 or less
OR 10% deduction per bid items in excess of \$10.00

- Class II - 20% deduction from sample bid amount upon invoicing.

- Class III - Non payment of samples involved.

- Class IV - Non payment for original sample and non payment for replacement or make-up sample.

4. Any fine imposed on South Brunswick Township by any competent agency due to the vendor's mistake or failure to perform, or any monetary loss suffered by the Township due to vendor's mistake or failure to perform, shall be deducted from future payments to the vendor and/or shall be cause for the Township to seek relief from the vendor's performance bond.

5. Repeated or frequent violations of the performance requirements resulting in the application of liquidated damages shall be cause for revocation of the contract by South Brunswick Township. Expenses incurred by the Township due to the contract revocation shall be deducted from any payments due to the vendor for previous services rendered.

If expenses incurred by the Township, due to the contract revocation, exceed any payments due to the vendor, relief may be sought from the vendor's performance bond.

ANALYSIS SPECIFICATIONS

A. INDUSTRIAL TESTING

1. All analyses of samples for industrial testing shall conform to the most recent edition of "Standard Methods for the Examination of Water and Wastewater", and/or US EPA approved standards.
2. Industrial testing includes three (3) categories of tests. Category I includes unit prices for seven (7) specific tests. These individual tests may only be used occasionally and the unit prices will be used for billing purposes.
3. Approximately one hundred (100) samples per quarter shall be tested.

B. POTABLE WATER TESTING

1. The Water Division will require approximately eight hundred (800) total coliform tests annually. These tests shall be membrane filter with Present or absent result procedures as approved by NJDEP.
- 2-A. Approximately fifty (120) tests each for lead and copper for compliance with new lead and copper regulations.
- 2-B. Approximately twenty-four (24) samples for nitrates and nitrites.
3. Six (8) samples, annually, for all inorganics required by the N.J.D.E.P.
4. Six (8) samples, annually, for all secondaries required by the N.J.D.E.P.
5. Approximately (8) samples for chloride / sodium.
6. Approximately (6) samples for unregulated contaminants.

2,4-dinitrotoluene	EPTC
2,6-dinitrotoluene	Molinate
Acetochlor	MTBE
DCPA mono-acid degradate*	Nitrobenzene
DCPA di-acid degradate*	Perchlorate
4,4-DDE	Terbacil
PFNA	EDB
DBCP	TCP1,2,3

C. NON-PUBLIC POTABLE WATER TESTING

A Chem-5 analysis of individual samples of non-public, potable water wells is required. Approximately seventy-two (72) analysis are performed annually.

- | | | |
|-------------|---------|--------------|
| a. Coliform | c. pH | e. Manganese |
| b. Nitrates | d. Iron | |

Occasionally an individual test of items "a through e" may be required. Unit prices for these tests are required but will not be used for bid analysis.

D. NJPDES PERMIT MONITORING ANALYSIS AND SAMPLING: (1) South Brunswick Sanitary Landfill, Permit #0055751 (2) Spilatore Landfill, Permit #0063291.

1. The monitoring program for the Township Sanitary Landfill requires that samples from each of the five (5) monitoring wells be taken BY THE LABORATORY and analyzed quarterly. Required parameters and analysis frequency are shown on the attached report forms, NJPDES #0055751-1 (6 pages) Appendix B.

ANALYSIS SPECIFICATION – Continued

2. The monitoring program for the Spilatore Landfill requires that samples from each of six (6) monitoring wells and one (1) pond shall be taken by the laboratory and analyzed quarterly. Required parameters and analysis frequency are shown on the attached report forms, NJPDES #0063291-1 (3 pages) Appendix A. All state forms are to be completed by the successful bidder and sent to the Director of Utilities at South Brunswick Township.

NJPDES permit monitoring analysis shall fully conform to the procedures specified in the latest edition of "Standard Methods for Examination of Water and Wastewater".

The detection limits to be achieved for inorganic parameters and cyanide shall be less than the ground water protection standards. The laboratory must follow the Quality Assurance/Quality Control (QA/QC) procedures of the Division of Water Resources (DWR) QA/QC package.

The laboratory must submit all NJPDES Tier II deliverables along with analysis reports.

3. Depending upon need, South Brunswick Township will require the analysis of soil sediments for EP toxicity. The test procedure is described in Appendix II of 40 CFR 261, subpart D or equivalent method approved by NJDEP. Approximately ten (10) samples.

E. VOLATILE ORGANIC SCANS: WATER, WASTEWATER

1. Laboratory must have NJDEP certification for volatile organic scans, V-524.

2. Approximately 55 samples will be analyzed annually.

F. PRIMARY DRINKING WATER

Must have NJDEP certification to perform analysis for heavy metals. Approximately thirty (30) samples per year.

G. TRIHALOMETHANES / HALOACETIC ACIDS

1. Analysis of approximately thirty six (36) samples annually for total Trihalomethanes.

2. Analysis of approximately thirty six (36) samples annually for total Haloacetic acids

H. SOIL SAMPLING

These samples will result from an underground, storage tank, removal project.

- a. P.H.C. Analysis Petroleum Hydrocarbon Test; approximately 50 samples.
- b. V.O.C. +15; approximately 20 samples
- c. Xylenes; approximately 12 samples
- d. Lead; approximately 12 samples

I. VARIOUS UNSPECIFIED ANALYSES

Price list of all other analysis services for which the laboratory has NJDEP and USEPA certifications shall accompany the proposal.

J. TRIP BLANKS

If requested or required, trip blanks will be included in the unit prices bid. No additional charge will be allowed.

ANALYSIS SPECIFICATION – Continued

K. USE OF D.E.P. FORMS

All test results for categories are to be submitted to the South Brunswick Township Water Division on approved Department of Environmental Protection forms.

B - 2, 3b

D - 1, 2 (including sampling collection and preservation form)

E - 1

G

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____
Individual or Firm Individual or Firm

does not represent another client whose interests are in actual conflict with the Township.

I further certify that, to the best of my knowledge, the representation of other clients of
_____ will not materially limit my representation of the Township.
Individual or Firm

During the term of this contract with the Township _____ shall not
Individual or Firm

represent any client whose representation materially limits the representation of the
Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach
of the contract. It shall also entitle the Township to expose _____ to any
Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____
Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this
day of _____ 20_____.

Notary Public

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for
automatic rejection of the bid or proposal**

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation) Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and

Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn to before me this ___ day of _____, 2_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**PROPOSAL
TIME AND MATERIAL CONTRACT
LAB TESTING SERVICES**

To: The Township of South Brunswick:

The undersigned bidder(s) declares that he has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he has determined the conditions affecting the bid and agrees, if the proposal is accepted, to furnish and deliver the aforementioned for the contract period of one (1) year or, at the Township's option, two (2) years commencing from the date of award.

Accompanying this proposal is a certified check in the amount of \$_____, a cashier's check in the amount of \$_____, or a bid bond in the amount of \$_____, payable to the Township of South Brunswick which is to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

Company _____

Address _____

Telephone _____

By _____

(Signature)

(Name - Type or Print)

Witness _____

(Title)

Date _____

INDUSTRIAL TESTING

1. Category I, Individual tests may include **any one** of a - g, on a very seldom basis.

	* <u>Unit Price</u>
a) B.O.D. (Biochemical oxygen demand)	\$ _____
b) Total suspended solids	\$ _____
c) Chlorine demand	\$ _____
d) Sulfate	\$ _____
e) pH	\$ _____
f) Ammonia nitrogen	\$ _____
g) Phosphorous	\$ _____

* Note: These unit prices are for billing purposes only and are **not** included in the GRAND TOTAL by which bids will be evaluated.

2. Category II, group test of all parameters a - e of Category I (approximately 200 samples) 200 X \$ _____ = * \$ _____ *
SUB-TOTAL

3. Category III, group test of all parameters (a through g) in Category I (approximately 20 samples) 20 X \$ _____ = * \$ _____ *
SUB-TOTAL

B. <u>POTABLE WATER TESTING</u>	<u>Unit Price</u>	<u>Extended Price</u>
1. Total coliform Absent–Present Method (Approximately 800 samples)	800 X \$ _____	= \$ _____
2. a. Lead and copper	120 X \$ _____	= \$ _____
b. Nitrate and nitrite	24 X \$ _____	= \$ _____
3. Inorganics (Use graphite furnace method for arsenic testing.)	6 X \$ _____	= \$ _____
4. Secondaries	6 X \$ _____	= \$ _____

- 5. Chloride / sodium 8 X \$ _____ = \$ _____
- 6. Unregulated contaminants 6 X \$ _____ = \$ _____
- 7. PFNA 6 X \$ _____ = \$ _____
- 8. TCP 1,2,3 6 X \$ _____ = \$ _____
- 9. EDB-DBCP 6 X \$ _____ = \$ _____

* \$ _____ *
SUB-TOTAL

C. NON-PUBLIC POTABLE WATER TESTING - CHEM-5

- 1. Individual tests:
 - a. Total coliform \$ _____
 - b. Nitrates \$ _____
 - c. pH \$ _____
 - d. Iron \$ _____
 - e. Manganese \$ _____
 - 2. Group tests:
 - a. Sample analyzed for all specified parameters (Chem-5)
- 72 X \$ _____ = * \$ _____ *
SUB-TOTAL

D. N.J.P.D.E.S. PERMIT MONITORING - PRICE TO INCLUDE SAMPLING

- 1. South Brunswick Sanitary Landfill, Permit 0055751 to include all 5 wells
 - a) First quarter test \$ _____
 - b) Second quarter test \$ _____
 - c) Third quarter test \$ _____
 - d) Fourth quarter test \$ _____

* \$ _____ *
SUB-TOTAL

(Note: 5 monitoring wells)

Includes samples

2. Spilatore Landfill, Permit 0063291
to include all 6 well and pond.

a) First quarter test \$ _____

b) Second quarter test \$ _____

c) Third quarter test \$ _____

d) Fourth quarter test \$ _____

* \$ _____ *

SUB-TOTAL

Includes samples

(Note: 6 monitoring wells and pond)

Unit

Extended

Price

Price

3. Soil sediments test for EP toxicity

10 X \$ _____ = * \$ _____ *

SUB-TOTAL

E. VOLATILE ORGANIC SCANS - V-524

1. Potable water (approximately 30 samples) 30 X \$ _____ = \$ _____

2. Wastewater (approximately 25 samples) 25 X \$ _____ = \$ _____

* \$ _____ *

SUB-TOTAL

F. PRIMARY DRINKING WATER

Heavy metals (approximately 30 samples)

30 X \$ _____ = \$ _____

SUB-TOTAL

G. TRIHALOMETHANES / HALOACETIC ACIDS

1. Total trihalomethanes (approx. 36 samples) 36 X \$ _____ = \$ _____

2. Total haloacetic acids (approx. 36 samples) 36 X \$ _____ = \$ _____

* \$ _____ *

SUB-TOTAL

H. SOIL SAMPLING

- | | | |
|----|-----------------|--------------------------|
| 1. | P.H.C. analysis | 50 X \$ _____ = \$ _____ |
| 2. | V.O.C. +15 | 20 X \$ _____ = \$ _____ |
| 3. | Xylenes | 12 X \$ _____ = \$ _____ |
| 4. | Lead | 12 X \$ _____ = \$ _____ |

* \$ _____ *
SUB-TOTAL

BASIS OF AWARD:

GRAND TOTAL (SUM OF ALL SUB-TOTALS *) \$ _____

I. VARIOUS UNSPECIFIED ANALYSES

1. Provide dated price list for NJDEP and USEPA certified services.
2. Indicate percent discount from price list.

DISCOUNT _____%

J. TRIP BLANKS

When required, trip blanks will be included in the unit prices bid. No additional charge will be allowed.

REFERENCES

Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

TOWNSHIP OF SOUTH BRUNSWICK

BID DOCUMENT CHECKLIST

**Required by
OWNER**

**Read, Signed
& Submitted**

Stockholders Disclosure Certification

Non-Collusion Affidavit

Bid Proposal Form

Affirmative Action Questionnaire

Non-Conflict of Interest

Public Works Contractor Registration

**Bid Guarantee
(with Power of Attorney for full amount of Bid Bond)**

**Endorsement of Surety
(with Power of Attorney for full amount of Bid Price)**

Reviewed

Business Registration Certificate

Prevailing Wage

Americans with Disabilities Act Language (Mandatory)

Affirmative Action Language (Mandatory)

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation