

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

SUPPLY OF 58% CALCIUM NITRATE SOLUTION

THIS AGREEMENT is entered into as of the **14th day of November 2024** by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and EVOQUA WATER TECHNOLOGIES, LLC., (hereinafter referred to as the "CONTRACTOR") with principal offices located 2650 Tallevast Road, Sarasota, Florida 34243.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors, and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The CONTRACTOR shall supply 58% Calcium Nitrate Solution to the RVRSA in accordance with the bid submitted October 30, 2024, attached hereto and made a part hereof. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. **The Contract Time shall be twenty-four months, November 14, 2024 to November 13, 2026.** CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State, and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

ARTICLE IV

INSURANCE

Section 4.1 Insurance

CONTRACTOR shall, at its sole cost, obtain and maintain in force for the duration of this Agreement any and all insurance with limits as requested by the AUTHORITY in the Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUHTORITY prior to the commencement of the work.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$1,000,000 of such insurance, and that the provisions dictated above are in force.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

ARTICLE V

THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents **an amount not to exceed \$3.17/gallon for months 1-12 and months 13-24.**

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

ARTICLE VII

TERMINATION/BREACH OF CONTRACT

Section 7.1 **AUTHORITY Rights.** This contract may be terminated with or without cause by either party upon seven (7) days written notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.2 **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.3 **Oral Agreements/Modifications.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers, or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the **AUTHORITY** and **CONTRACTOR** after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.4 **Severability.** In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the **AUTHORITY** and the **CONTRACTOR** shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.5 **Merger Clause.** The Contract Documents constitute the entire agreement and understanding of the **AUTHORITY** and the **CONTRACTOR** with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations, and warranties, whether oral or written, relating to such matters.

Section 8.6 **Notices.** All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

To the CONTRACTOR:
EVOQA WATER TECHNOLOGIES, LLC
2650 Tallevast Road
Sarasota, Florida 34243
Phone: 941-359-7940
ATTN: Nicole Springer, V.P. & G.M.


To the AUTHORITY:
JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
PH: (973) 263-1555
FAX: (973) 263-9068

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.7 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

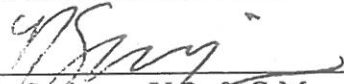
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST:



David L. MORAN, Witness

EVOQA WATER TECHNOLOGIES, LLC

By


Nicole Springer, V.P. & G.M.

ATTEST:


Janice, Witness

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By



JoAnn Mondsini, Executive Director

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

(a) 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 an 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.

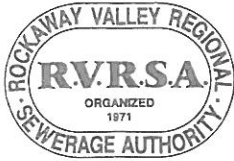
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color,

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 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.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 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 thereunto, are made part of this contract.



R.D. #1, 99 Greenbank Road
Boonton NJ 07005-9602
Telephone: (973) 263-1555
Facsimile: (973) 263-9068

November 24, 2024

Evoqua Water Technologies, LLC
2650 Tallevast Road
Sarasota, Florida 34243
ATTN: Nicole Springer, V.P., GM

RE: RVRSA 2024 – 2026 Contract

Dear Ms. Springer,

Enclosed please find two 2024 - 2026 (24-month) Contracts for Supply of 58% Calcium Nitrate Solution (Bioxide) for Rockaway Valley Regional Sewerage Authority. Please sign and return both original contracts for execution to:

Attention: JoAnn Mondsini, Executive Director
Rockaway Valley Regional Sewerage Authority
99 Greenbank Road, Boonton, NJ 07005

The RVRSA will send you back one (1) original contract for your records.

Please call 973-263-8319 or email jmondsini@rvrsa.org should you have any questions or concerns.

Regards,

JoAnn Mondsini
Executive Director
RVRSA

cc: Eric Reichert, Plant Manager
Sandy Thai, CFO

LEGAL NOTICE
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
NOTICE TO BIDDERS

SEALED BIDS will be received on October 30, 2024 at the offices of the Rockaway Valley Regional Sewerage Authority at 99 Greenbank Road, Township of Parsippany-Troy Hills, County of Morris, New Jersey up until 2:00 P.M. prevailing time, at which time bids will be publicly opened and read aloud for the following:

**SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND
CORROSION CONTROL**

Bids which are mailed to the Authority's office shall be sealed and will not be opened until the date and time specified above. No bids shall be accepted or considered that are received after the date and time specified above. The materials and/or services shall be in accordance with the standards and requirements as set forth in the Contract Documents which may be obtained at the office of the Authority located at 99 Greenbank Road, Parsippany, New Jersey, by emailing a request to Janice Fox, at jfox@rvrsa.org. Technical questions should be emailed to ereichert@rvrsa.org. There is no charge for obtaining the Contract Documents which provide bidding requirements, contract forms and specifications.

Mailing Address: RD #1, 99 Greenbank Road
Boonton, NJ 07005-9602

Telephone: (973) 263-1555
Fax: (973) 263-9068
Email: jfox@rvrsa.org

Each bid must be accompanied by a Certified Check, Cashier's Check or Bid Bond, payable to the Authority as a guarantee that the low bidder will enter into the contract bid upon award of contract. The amount to be so deposited shall be 10% of the total amount bid, but in no case shall exceed \$20,000. Any bid that is not accompanied by said check or Bid Bond will be rejected. Said checks or bid bonds of unsuccessful bidders will be returned upon the execution of the contracts and the filing of the required bond.

The Rockaway Valley Regional Sewerage Authority reserves the right to reject any and all bids, should the Authority determine it is in the public interest to do so.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127) AND N.J.A.C. 17:27.

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

/s/

JoAnn Mondsini
Executive Director

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ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

BID DOCUMENT CHECKLIST

The Bidder must initial all the items as listed below:

	<u>Submitted</u>
Bid Document Checklist	<u>NDS</u>
Bid Proposal Form for 12 months, 24 months or both	<u>NDS</u>
Bid Security/Bid Bond Form	<u>NDS</u>
Ownership Disclosure Certification	<u>NDS</u>
Non-Collusion Affidavit	<u>NDS</u>
Certificate of Insurance	<u>NDS</u>
Equipment Certification	<u>NDS</u>
Table 1. List of Equipment Owned or Controlled	<u>NDS</u>
Table 2. List and Certification of Equipment Not Owned or Controlled	<u>NDS</u>
Non-Discrimination Certification	<u>NDS</u>
Acknowledgement of Receipt of Bid Addendum Documents	<u>NDS</u>
State of NJ Business Registration Certificate	<u>NDS</u>
Required Evidence of Affirmative Action Regulations (Report & Certification)	<u>NDS</u>
Prohibited Russia – Belarus Activities & Iran Investment Activities Form	<u>NDS</u>

Bidders must initial that documents below have been reviewed by bidder

Affirmative Action Requirements	<u>NDS</u>
Americans with Disabilities Act	<u>NDS</u>
Federal Labor Standards and Federal Wage Rates	<u>NDS</u>

This form must be submitted with the entire bid package to confirm compliance with required documentation.

Section I - Item No. 2

**BID PROPOSAL FORM
FOR**

**SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND
CORROSION CONTROL**

THE UNDERSIGNED, as Bidder, declares that only persons or parties interested in this Proposal as principals are named in the Ownership Disclosure Statement that this Proposal is in all respects fair and without collusion or fraud; that he/she has carefully examined the Bid Documents; and that he/she proposes and agrees that if this Proposal is accepted of notifications of award of contract, he/she will contract with the Rockaway Valley Regional Sewerage Authority, within ten (10) days of notification of award of contract to provide the necessary materials and services specified in the Contract Documents in the manner and time therein specified and that he/she will take full payment therefore the following prices, to wit:

NOTE: This Proposal must be accompanied by the following Documents:

1. Bid Document Checklist
2. Bid Proposal Form: either for 12 months, 24 months or both
3. Bid Security/Bid Bond Form
4. Ownership Disclosure Certification
5. Non-Collusion Affidavit
6. Certificate of Insurance
7. Equipment Certification (3 pages)
8. Non-Discrimination Certification
9. Acknowledgement of Receipt of Bid Addendum Documents
10. State of NJ Business Registration Certificate
11. Required Evidence of Affirmative Action Regulations (report & certification)
12. Prohibited Russia-Belarus Activities & Iran Investment Activities Form

ITEM 2a: Bid Proposal Form for 12 Month Contract – complete form

ITEM 2b: Bid Proposal Form for 24 Month Contract – complete form

Bidders may bid for a 12-month period, or a 24-month period, or both. The Rockaway Valley Regional Sewerage Authority at its sole discretion will award either the 12-month contract, 24-month contract, or reject all bids. The bid will be awarded to the lowest responsive bidder for the alternative chosen by RVRSA.

PLEASE NOTE: All prices must be written in ink, in both words and numbers, in cases of discrepancies between words and numbers, the words shall be taken as the price intended. All blanks and spaces must be filled in.

The entire Bid Package must be submitted for the bid to be considered for review.

ITEM 2a – BID PROPOSAL FORM

**SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND
CORROSION CONTROL**

12-Month Contract

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

The undersigned having carefully examined the Contract Documents for the material named below
will contract to supply the material in accordance with the same.

COMMERCIAL NAME OF PRODUCT: Bioxide

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (1 st – 12 th Month)	\$/GALLON <u>3.17</u>	*
SUBTOTAL EVALUATED BID PRICE** 70,000*** GALLONS/YR X UNIT PRICE = \$ <u>221,900</u>		
TOTAL EVALUATED BID PRICE (12 Month Contract)** <u>TWO HUNDRED AND TWENTY ONE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS</u> (Amount in Words)		

* The unit price bid shall include shipping, delivery and pickup. The destination of delivery is
RVRSA Meter Chamber RT-5, located at 144 Beach Street, Rockaway Borough, New Jersey.
The bid price shall be by gallon of liquid product furnished.

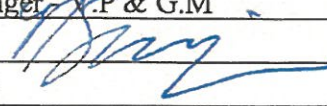
** TO BE THE BASIS FOR THE AWARD OF THE BID

*** ESTIMATED QUANTITY TO BE USED FOR BID COMPARISON ONLY.

The bidder guarantees that the product to be furnished shall be identical to that as required in the bid
specification.

LLC

The undersigned is ~~(an Individual)~~
~~(a Corporation)~~ under the laws of the State of Delaware
~~(a Partnership)~~

COMPANY: Evoqua Water Technologies LLC
ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243
PRINT NAME/TITLE : Nicole Springer, V.P & G.M
SIGNATURE: 
DATE: 10/25/2024
TELEPHONE: 941-359-7940

* Evoqua will do our best to deliver within 4 days of order. As part of our previous bid, Evoqua has provided remote tank level
indication that allows for tank level tracking and alarm notifications on chemical usage. With remote visibility Evoqua's chemical
delivery dispatchers can plan out delivery schedules in advance. Resulting in less rush orders and minimizing loss of feed.

ITEM 2b – BID PROPOSAL FORM

**SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND
CORROSION CONTROL**

24-Month Contract

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

The undersigned having carefully examined the Contract Documents for the material named below will contract to supply the material in accordance with the same.

COMMERCIAL NAME OF PRODUCT: Bioxide

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (1 st – 12 th Month)	\$/GALLON <u>3.17</u>
SUBTOTAL EVALUATED BID PRICE: 70,000*** GALLONS/YR X UNIT PRICE = \$ <u>221,900</u>	

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (13 th – 24 th Month)	\$/GALLON <u>3.17</u>
SUBTOTAL EVALUATED BID PRICE: 70,000*** GALLONS X UNIT PRICE = \$ <u>221,900</u>	

TOTAL EVALUATED BID PRICE (24 Month Contract)**

**GRAND TOTAL \$ 443,800

FOUR HUNDRED FORTY THREE THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS
(Amount in Words)

* The unit price bid shall include shipping, delivery, and pickup. The destination of delivery is **RVRSA Meter Chamber RT-5, located at 144 Beach Street, Rockaway Borough, New Jersey.** The bid price shall be by gallon of liquid product furnished.

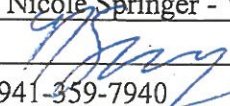
** TO BE THE BASIS FOR THE AWARD OF THE BID

*** ESTIMATED QUANTITY TO BE USED FOR BID COMPARISON ONLY.

The bidder guarantees that the product to be furnished shall be identical to that as required in the bid specification.

LLC

The undersigned is ~~(an Individual)~~
~~(a Corporation)~~ under the laws of the State of Delaware.
~~(a Partnership)~~

COMPANY: Evoqua Water Technologies LLC
ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243
PRINT NAME/TITLE : Nicole Springer - V.P & G.M
SIGNATURE & DATE:  10/25/2024
TELEPHONE: 941-359-7940

Section I – Item No. 3

BID SECURITY/BID BOND FORM

This Proposal, being submitted by Evoqua Water Technologies LLC Company or Corporation is accompanied by bid security, either in the form of a certified check or cashier's check on the _____ Bank of _____ in the _____ Dollars or a Bid Bond in the amount of _____ * _____ Dollars guaranteed by the undersigned as Bidder and Federal Insurance Company as Surety. *Ten Percent (10%) of Amount Bid Not to Exceed _____ Twenty Thousand and 00/100 —Dollars (\$20,000.00)

In accordance with N.J.S.A. 40A:11-21, a bid bond of a type acceptable to the RVRSA issued by a surety meeting the requirements of P.L. 1985 c.384 or a certified or cashier's check payable to the RVRSA such bid bond or check to be in the amount of 10% of the Bid. (If alternatives are included, 10% of the total of the base bid and the highest alternate bid) but not in excess of \$20,000.00

All certified and cashier's checks and bid bonds submitted with Bids shall be returned within ten days of the receipt of Bids to the person making the Bid except those made by the three lowest responsible bidders. If the bidder to whom a Contract Award is made executes the Contract and furnishes the required bonds for the performance of the Contract within ten days after notice to do so, such security will be returned. All remaining deposits will be returned within three (3) days after the execution of the Contract.

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the owner and the undersigned shall fail to execute and secure the Contract in accordance with the Contract documents, the award shall be vacated, and the Proposal and its acceptance shall be null and void. In such an event, any Bid Security submitted hereunder including certified check, cashier's check or bid bond, shall be immediately paid to the owner, and retained as liquidated damages.

Signed, Sealed and Dated: October 18, 2024

Principal/Bidder: Evoqua Water Technologies LLC

Signature

Title

Print Name

Surety: Federal Insurance Company

Signature

Attorney-in-Fact

Title

Print Name

CONSENT OF SURETY

CONSENT OF SURETY

FEDERAL INSURANCE COMPANY, 202B Hall's Mill Road. Whitehouse Station, NJ, 08889 duly qualified to transact
(name of surety company) (address)

business in the State of New Jersey, hereby agrees that if EVOQUA WATER TECHNOLOGIES LLC
(insert name of Bidder)

located at 2650 Tallevast Road, Sarasota, FL, 34243 is the successful Bidder for
(address)

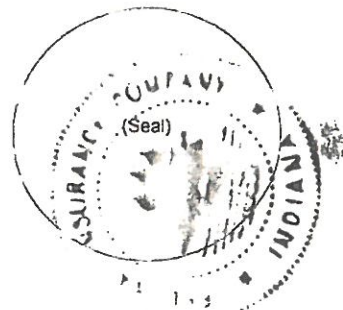
Supply of Calcium Nitrate (Minimum 58%) Solution for Odor and Corrosion Control it as surety, will provide the Bidder with a
(describe contract work here)

bond in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated this 18th day of October, 2024.

FEDERAL INSURANCE COMPANY
(name of surety company)

By 
(name of attorney in fact) Sandra Diaz



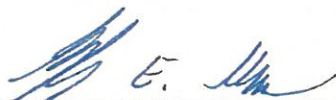
ACKNOWLEDGEMENT OF PRINCIPAL

STATE FLORIDA

COUNTY OF MANATEE

On this 21 day of OCTOBER, in the year 2024 before me personally came NICOLE SPRINGER to me known, who, being by me duly sworn, did depose and say that ~~he~~/she resides in MANATEE, FLORIDA that ~~he~~/she is the V.P. & G.M. of Evoqua Water Technologies LLC, a Limited Liability Company described in and who executed the above instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company





Notary Public

ACKNOWLEDGEMENT OF SURETY

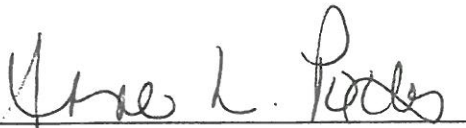
STATE OF NEW YORK

COUNTY OF NEW YORK

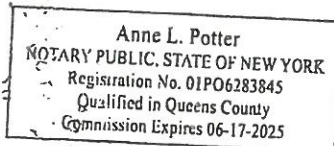
On this 18th Day of October in the year 2024, before me personally came Sandra Diaz to me known, who, being by me duly sworn did depose and say she resides in New York, New York that she is the Attorney-in-Fact for

FEDERAL INSURANCE COMPANY

the corporation described in and which executed the attached instrument; and that she signed her name thereto by Order of the Board of Directors of the said Corporation.



Notary Public



CHUBB

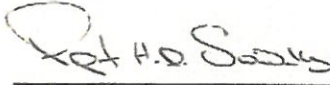
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Valorie Spates and Beverly Woolford of Garden City, New York; Debra A. Deming, Sandra Diaz, Vilma Gonzalez, Peter Healy, Pablo Garcia Horcajo, Francesca Kazmierczak, Aklima Noorhassan, Anne Potter and Frances Rodriguez of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of July, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon


SS.

On this 15th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th Day of October, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
December 31, 2023
(In thousands)


ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ 258,280	Outstanding Losses and Loss Expenses	\$ 9,827,827
United States Government, State and Municipal Bonds	3,248,130	Reinsurance Payable on Losses and Expenses	1,716,382
Other Bonds	7,785,888	Unearned Premiums	2,899,835
Stocks	283,737	Ceded Reinsurance Premiums Payable	344,549
Other Invested Assets	1,763,284	Other Liabilities	516,090
TOTAL INVESTMENTS	13,319,359	TOTAL LIABILITIES	15,304,683
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	433,797	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	380,848	Unassigned Funds	2,079,218
Chubb Indemnity Ins. Co.	188,614	SURPLUS TO POLICYHOLDERS	4,811,672
Chubb National Ins. Co.	199,440		
Other Affiliates	117,568		
Premiums Receivable	2,282,901		
Other Assets	3,215,828		
TOTAL ADMITTED ASSETS	\$ 20,116,355	TOTAL LIABILITIES AND SURPLUS	\$ 20,116,355

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2023, investments with a carrying value of \$565,024,973 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2023.

Sworn before me this March 14, 2024


Senior Vice President


Notary Public

August 8, 2027
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Drane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2027
Commission number 1235745
Member, Pennsylvania Association of Notaries



CHUBB

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, the Surety(ies) on the attached bond, hereby certify(ies) the following:

- 1) The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- 2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount(s) as of the calendar year ended December 31st, 2023.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,000	\$ 4,811,672,000
Vigilant Insurance Company	\$ 4,500,000	\$ 380,848,000
Pacific Indemnity Company	\$ 5,535,000	\$ 4,633,497,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Banking and Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

- 3) (a) With respect to each Surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective are as follows:

<u>Surety Company</u>	<u>Limitation per Bond</u>	<u>Effective Date</u>
Federal Insurance Company	\$ 462,516,000	July 1, 2024
Vigilant Insurance Company	\$ 38,085,000	July 1, 2024
Pacific Indemnity Company	\$ 463,350,000	July 1, 2024

(b) With respect to each Surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 and the date on which such limitation was so established are as follows:

Not Applicable

10% of amount bid not to
exceed \$20,000.00

- 4) The amount of the bond to which this statement and certification is attached is \$ _____.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above, exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:
 - (a) The name and address of each reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

Not Applicable and;
 - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under Item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Stephen M. Haney, as Vice President of Federal Insurance Company, a corporation domiciled in Indiana, Vigilant Insurance Company, a corporation domiciled in New York, and Pacific Indemnity Company, a corporation domiciled in Delaware, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:


Stephen M. Haney, Vice President

STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of
Organization Evoqua Water Technologies LLC

Organization
Address 2650 Tallevast Road, Sarasota, FL 34243

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ 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. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
See Attached	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://www.sec.gov/Archives/edgar/data/1604643/000119312522002643/d237237ddef14a.htm#toc237237_32	102-104

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Type text here

**10% Ownership Disclosure for Evoqua Water Technologies LLC ("the Company")
pursuant to N.J.S.A.52:25-24.2**

EWT Holdings III Corp. owns 100% of the issued & outstanding membership interests of the Company.

EWT Holdings II Corp. owns 100% of the issued & outstanding stock of EWT Holdings III Corp.

Evoqua Water Technologies Corp. owns 100% of the issued & outstanding stock of EWT Holdings II Corp.

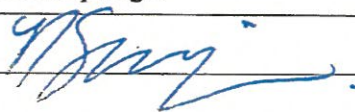
Xylem Inc. owns 100% of the issued & outstanding stock of Evoqua Water Technologies Corp.

210 6th Avenue., Suite 3300
Pittsburgh, PA 15222
Attn: General Counsel

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
See Attached	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Rockaway Valley Regional Sewerage Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Rockaway Valley Regional Sewerage Authority to notify the Rockaway Valley Regional Sewerage Authority 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Rockaway Valley Regional Sewerage Authority to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Nicole Springer	Title:	V.P & G.M
Signature:		Date:	10/25/2024

**10% Ownership Disclosure for Evoqua Water Technologies LLC ("the Company")
pursuant to N.J.S.A.52:25-24.2**

EWT Holdings III Corp. owns 100% of the issued & outstanding membership interests of the Company.

EWT Holdings II Corp. owns 100% of the issued & outstanding stock of EWT Holdings III Corp.

Evoqua Water Technologies Corp. owns 100% of the issued & outstanding stock of EWT Holdings II Corp.

Xylem Inc. owns 100% of the issued & outstanding stock of Evoqua Water Technologies Corp.

*210 6th Avenue., Suite 3300
Pittsburgh, PA 15222
Attn: General Counsel*

Section I – Item No. 5

NON-COLLUSION AFFIDAVIT

Florida
State of ~~New Jersey~~
County of Manatee

ss:

I, Nicole Springer residing in City of Sarasota
(name of affiant) (name of municipality)

in the County of Manatee and State of Florida of full

age, being duly sworn according to law on my oath depose and say that:

I am V.P & G.M of the firm of Evoqua Water Technologies LLC
(title or position) (name of firm)

2024 Supply of Calcium Nitrate the bidder making this Proposal for the project entitled

2024 Supply of Calcium Nitrate, and that I executed the said Proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of fee, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Rockaway Valley Regional Sewerage Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 for a commission, percentage brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by bidder or contractor for the purpose of securing business.

Subscribed and sworn to
before me this day

October 25, 2024

(Signature of bidder) Nicole Springer

Notary public of Florida

(Type or print name of affiant under signature)

Kayleigh E. Moran

My commission expires 9/22/2028



Section I – Item No. 6

Certificate of Insurance

Bidder must provide Certificate of Insurance in accordance with Section II, Item 1, General Conditions and Instruction to Bidders No. 30.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CONTACT
NAME:

PHONE
(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL
ADDRESS:

CN108453421-Evoqua-GAWU-23-24

INSURED
EWT Holdings III Corp.
Evoqua Water Technologies LLC
210 Sixth Avenue, Suite 3300
Pittsburgh, PA 15222

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA

19445

INSURER B : AllU Insurance Co.

19399

INSURER C : Allianz Global Risk US Insurance Company

35300

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

NYC-011808950-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			GL 9941282	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 SIR: \$1,000,000 \$
A	AUTOMOBILE LIABILITY			7620278 (AOS)	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7620279 (MA)	10/31/2023	10/31/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000			USL00109923	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	049154515 (AOS) 049154514 (WI) 049154513 (CA)	10/31/2023 10/31/2023 10/31/2023	10/31/2024 10/31/2024 10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE TOWNSHIP OF DENVILLE AND ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY
ATTN: EDWARD K. HO.
RD #1, 99 GREENBANK ROAD
BOONTON, NJ 07005-9602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

AGENCY CUSTOMER ID: CN108453421

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC		NAMED INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 210 Sixth Avenue, Suite 3300 Pittsburgh, PA 15222
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

¶
Evoqua will be included as an insured under Xylem Inc. effective 12/31/2023.

Section I – Item No. 7

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. The number and type of (Type of Equipment or vehicles, etc.) intended to be used to fulfill all requirements of the Contract Documents with respect to the Scope of Work/Services are as listed as Table 1 and 2 and attached hereto.

Note: If the Bidder owns or controls all the necessary equipment required, complete Paragraph 2 below. If the bidder does not own or control all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: Evoqua Water Technologies LLC

By: 
(Signature)

Name: Nicole Springer

Title: V.P & G.M

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

Section I – Item No. 7

Table 1

LIST OF EQUIPMENT OWNED OR CONTROLLED BY BIDDER

[illegible]

(Attach additional sheets if necessary)

Section I – Item No. 7

Table 2

LIST AND CERTIFICATION OF EQUIPMENT NOT OWNED OR CONTROLLED BY BIDDER

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitively grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

(Name of Bidder)

(Name of Owner or Controller)

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

Type of Equipment (Vehicle, Pump, Etc.)	Number	Make	Equipment Model	Age
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Attach additional sheets as necessary)

NON-DISCRIMINATION CERTIFICATION

In accordance with the law against discrimination of the State of New Jersey, N.J.S.A. 10:2-1 et., seq., a certification regarding non-discrimination in employment on public contracts is required of bidders, or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

I, Nicole Springer certify 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, I, nor any person acting on my behalf, 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) I, nor any persons on my 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) I acknowledge that there may be deducted from the amount payable to the contractor by the Rockaway Valley Regional Sewerage Authority, 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) That this contract may be canceled or terminated by the Rockaway Valley Regional Sewerage Authority, 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 Rockaway Valley Regional Sewerage Authority of any prior violation of this section of the contract.

Evoqua Water Technologies LLC

(Name of Contractor or Subcontractor)

(Signature) 

V.P & G.M

(Title)

10/25/2024

(Date)

Section I – Item No. 9

ACKNOWLEDGMENT OF RECEIPT OF BID ADDENDUM DOCUMENTS

SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND CORROSION CONTROL

Rockaway Valley Regional Sewerage Authority

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the RVRSA's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

[illegible]

Acknowledgement by Bidder:

Name of Bidder: Evoqua Water Technologies LLC

By Authorized Representative: Nicole Springer

Signature: [Signature]

Printed Name and Title: V.P & G.M

Date: 10/25/2024

STATE OF NJ BUSINESS REGISTRATION CERTIFICATE

The Bidder's attention is directed to the provisions of P.L. 2004, c. 57, as amended by L.2009, c.315, 2, eff. Jan. 18, 2010 (N.J.S.A. 52:32-44)

Bidders and their subcontractors of any tier must comply with the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44). A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

Additionally, 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:

A subcontractor named in a bid made by the Contractor shall provide a copy of its New Jersey Business Registration to the Contractor. No contract with a subcontractor shall be entered into by any Contractor unless the subcontractor first provides proof of a valid New Jersey Business Registration Certificate.

The Contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted to the Owner before receipt of final payment from the Owner. A contracting agency shall not be responsible for a Contractor's failure to comply with this subsection.

During the term of the 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. 54:34B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State of New Jersey.

Section I – Item No. 11

REQUIRED EVIDENCE OF AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of their approved Certificate of Employee Information Report.

OR

3. A photocopy of their Affirmative Action Employee Information Report (Form AA 302)

AND/OR

4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C 127.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO X
If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employees information Report Approval?

YES X NO _____
If yes, please submit a copy of such certificate

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C 127 and agrees to furnish the required documentations pursuant to law.

COMPANY: Evoqua Water Technologies LLC

SIGNATURE: _____

TITLE: V.P & G.M


Nicole Springer

Note: A suppliers bid must be rejected as non-responsive if a supplier fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

Section I – Item 12

Prohibited Russia-Belarus Activities & Iran Investment Activities	
Person or Entity	Evoqua Water Technologies LLC
Part 1: Certification	
COMPLETE PART 1 BY CHECKING <u>ONE OF THE THREE BOXES BELOW</u>	
<p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:</p> <p>https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.</p>	
CONTRACT AWARDS AND RENEWALS	
<input checked="" type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
CONTRACT AMENDMENTS AND EXTENSIONS	
<input checked="" type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

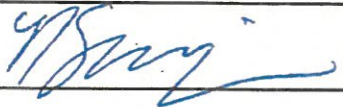
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Rockaway Valley Regional Sewerage Authority ("RVRSA") is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the RVRSA to notify the RVRSA in writing of any changes to the answers of information contained herein.

I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the RVRSA and that the RVRSA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Nicole Springer	Title	V.P & G.M
Signature		Date	10/25/2024

AFFIRMATIVE ACTION REQUIREMENTS

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 an 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 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors 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.

**AMERICANS WITH DISABILITIES ACT
(EQUAL OPPORTUNITY FOR INDIVIDUAL WITH DISABILITIES)**

The Contractor and the Owner do hereby agree that the provision of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 Agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Agreement, 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 Agreement, 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 expenses to cure a violation of the Act 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 Agreement 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 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 this Agreement or otherwise at law.

FEDERAL LABOR STANDARDS AND FEDERAL WAGE RATES

The Contractor and all Subcontractors shall comply with all applicable Regulations of the Secretary of Labor, made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276(c) and any amendments or modifications hereto.

The Contractor and all Subcontractors shall furnish the Owner the weekly Statements of Compliance. In the case of Subcontractors, the Contractor shall cause appropriate provisions to be inserted in any subcontracts for the work which he may let to ensure compliance with said Anti-Kickback Act by all Subcontractors subject thereto, and the Contractor shall be responsible for the submissions of all Statements of Compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof. These regulations are part of this Contract and are incorporated by reference into the Contract Documents as if set forth at length herein. Payroll and Anti-Kickback Statements shall be submitted weekly for each and every Subcontractor on the project subject thereto and shall be permitted on a form equal to Form WH-347.

The Contractor and all Subcontractors shall pay to all laborers and mechanics employed for the construction covered by this Contract the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931, as amended, known as the David-Bacon Act (40 U.S.C. 276(a) through 276(a-5)). Furthermore, the Contractor and Subcontractor shall adhere to the applicable stipulations and provisions published by the United States Environmental Protection Agency, entitled, "Labor Standards Provisions for Federally Assisted Construction Contracts". The applicable Federal Wage Rate Determinations, as prepared by the Secretary of Labor and the "Labor Standards" are incorporated by reference into the Contract Documents as if set forth at length herein.

0.41 State Wage Rates and Contractor Registration

The Contractor's attention is directed to the prevailing wage rates listed on the SWR pages and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof. The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the Owner as a result of such change. The Contractor is specifically directed to the following requirements as set forth by the Act (to the extent applicable):

- a. All workmen engaged in the performance of services directly under this public work Contract shall be paid not less than the prevailing rate of wages as specified.
- b. Each Contractor and subcontractor shall keep an accurate record showing the name, craft trade, and actual hourly rate of wages paid to each workman employed by him in connection with said public work. Records shall be preserved for two years from date of payments.

c. The Contractor and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.

d. In the event that it is found that any workman employed by the Contractor or any Subcontractor covered by such a Contract is paid less than the required wage rates, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise, and the Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.

e. The Contractor and Subcontractors shall file written statements to the Owner certifying to the amounts then due and owing from them to any and all workmen or wages due on account of said work. Said statements shall be filed prior to the final payment certificate and again prior to the final payment of any retained percentage funds by the Owner. The statements shall set forth the names of the persons whose wages are unpaid (if any) and the amount due to each. The statements shall be verified by the oath of the Contractor or Subcontractor as the case may be.

f. Whenever the State and Federal Wage Rate Determinations list different minimum rates of pay for the same class of worker, the Contractor and all Subcontractors shall pay the higher of the two rates.

g. Fringe benefits are part of prevailing wage rates; employers not paying these fringe benefits to a party designated in a collective bargaining agreement shall pay benefits directly to employee on each pay day. Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully and faithfully comply with all provisions of the Prevailing Wage Act.

The Bidder's attention is directed to the provisions of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48, The Public Works Contractor Registration Act), which requires registration with the New Jersey Department of Labor as a condition to bidding on or engaging in a contract for a public work, as defined therein.

The referenced Act became effective on April 11, 2000 revisions became effective August 16, 2003, and pertains to Contractors who perform work subject to the New Jersey Prevailing Wage Act.

If the Public Works Contractor Registration Act is applicable, unless the Bidder has registered with the New Jersey Department of Labor, the bid will be considered non-responsive.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation may be deemed just cause for rejection of bid as being non-responsive and not meeting specifications.
2. The term of this agreement shall be 12-months or 24-months from the date of execution of a contract between Bidder and RVRSA.
3. The RVRSA or the Contractor may terminate the contract, with or without cause, upon seven (7) days advance written notice to the other party. The Successful Bidder shall have no claim against the RVRSA, its Board Members, officers, employees and consultants for any claims, costs, losses, disruption, home office overhead, indirect or impact claims, loss of profit, or any other damages resulting from a termination of the contract by RVRSA. In the event of a termination by RVRSA, the Successful Bidder shall be paid for all work completed by successful Bidder to the date of termination, to the extent that the invoice for such work is not disputed by the RVRSA.
4. Proposals shall be on forms supplied by the RVRSA.
5. Every bid must be accompanied by a Bid Guarantee consisting of a Certified Check, Money Order, or Bid Bond in the amount of ten (10%) percent of the total net bid but not to exceed \$20,000, made payable to the RVRSA. All certified and cashier's checks and bid bonds submitted with bids herein will be returned within 10 days of the receipt of bids to the person making the bid except those made by the three lowest responsible bidders. If the bidder to whom a Contract award is made executes the Contract and furnishes the required Bonds for the performance of the Contract within (10) days after notice to do so, such security will be returned. All remaining deposits will be returned within three (3) days after the execution of the contract.

Within ten (10) days after receipt of notice, the successful bidder shall execute and deliver to the RVRSA, the Contract, Bonds, evidence of insurance as applicable, and any other documents required in these Instructions to Bidders.

If the bidder to whom such award is made fails to execute and secure the Contract in accordance with the Contract Documents, and provide any documents required in these Instructions to Bidders, the award will be vacated, and his deposit retained as liquidated damages. The Contract may then be awarded to the next lowest responsible bidder who will thereupon execute the Contract and furnish the required bond or security, or his deposit will also be retained as liquidated damages.

6. In accordance with P.L. 1977, Chapter 33, all bidders shall submit with bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be.

If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock of the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. The disclosure must be continued until names and addresses of every non-corporate stock individual partner exceeding the 10% ownership criteria has been listed. If this does not apply, bidder should indicate "none" or "not applicable" and the bidder must then sign at the bottom of the form. The form that should be used to comply with this requirement is attached.

7. All bidders shall comply with the requirements of P.L. 1975, Chapter 127, Affirmative Action and with the requirements of the Americans with Disabilities Act 42 USC Section 12101 et. seq.

The successful bidder as a precondition to entering into a valid and binding contract shall submit, prior to or at the time the contract is submitted for signing by the RVRSA (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- a) Appropriate evidence that the vendor is operating under an existing Federally approved or sanctioned affirmative action program; or
- b) A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- c) An initial employee information report completed by the vendor in accordance with N.J.A.C. 17:27-4.
- d) Completed form AA-302

If Form AA-302 is submitted, (it must be submitted within 7 days of notice of intent to award or prior to the signing of the contract by the RVRSA - whichever is sooner) it will be reviewed by the Affirmative Action Office and, if approved, an initial Certificate of Employee Information Report will be issued.

Bidders are responsible for obtaining the required documentation for their subcontractor(s) unless the subcontractor(s) has a workforce of four or fewer employees or is operating under an existing federally approved or sanctioned affirmative action program.

Bidders are required to complete the attached non-collusion affidavit.

- 8. The proposal form and all other required forms must be signed in ink by the bidder.
- 9. All quotations shall be made with a typewriter or in ink. Any quotations showing any erasure or alteration must be initialed in ink. Bids offered by telephone, facsimile and/or telegraph will not be accepted.
- 10. All bids must be submitted on the proposal form furnished herein and must be placed in a sealed envelope, plainly and clearly marked to indicate the item being bid as indicated on the invitation to bid.
- 11. Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within 60 days after the opening of bids.

12. A contract will be awarded to the lowest responsible bidder whose bid complies with the specifications, provided that in the judgment of the RVRSA, it is reasonable, within available funds and in the interest of the RVRSA.
13. The price bid shall cover the cost of supplying all necessary labor, materials, appurtenances, and equipment necessary to complete the Work, also including all special tools. It shall include all cost of insurance, bond, and other charges incidental to the work or delivery.
14. The contractor is hereby made aware that the work environment of the Authority contains wastewater, both municipal and industrial, hazardous chemicals and other hazardous environmental components. As such, the contractor is solely responsible for the safety of his personnel in doing any work for the Authority. **The contractor is responsible for providing the necessary personal protection equipment for his personnel in doing work.**

The contractor is also responsible for all safety, training and equipment related to confined space. The contractor is required to notify the RVRSA in writing of their planned confined space entry a minimum of 72 hours prior to such planned activities.

The contractor is hereby also made aware that all facilities of the Authority are non-smoking, drug free and hard hat areas.
15. The price bid shall include delivery and be exclusive of all Federal, State, or local taxes, from which the RVRSA is exempt. **The price indicated in the bid shall include delivery to RVRSA Meter Chamber RT-5, located at 144 Beach Street, Rockaway Borough, New Jersey.**
16. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the Executive Director of the RVRSA prior to the specified time of the bid opening. No bid may be withdrawn after the specified opening time and date. All bids become the property of the RVRSA and will not be returned to the bidders.
17. Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to or exceed the standard described and be of the same or better reputation for quality and workmanship.
18. Should the bidder wish to state any exceptions and/or substitutions to these requirements and/or specifications, he must do so on company letterhead. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions with his bid on company letterhead. All exceptions and/or substitutions must be neatly printed in ink or typed. It shall be understood that if no exception and/or substitution is taken, the successful bidder shall supply all equipment exactly as specified.
19. The RVRSA reserves the right to reject any or all bids or any part thereof and to waive any irregularities or informalities in the bid or bidding procedures.
20. The RVRSA will award the bid and return all bid security in accordance with the N.J. Local Public Contracts Law.
21. Successful bidder shall return the signed contract within ten (10) days of notification of award and receipt of form of contract.

22. Upon receipt of the signed Contract, and the Performance Bond where required, the RVRSA will return the bid bond, certified check or money order submitted with the bid.
23. The bidder shall indicate at least three sources to which this exact or similar equipment, materials, supplies and/or services has been recently sold.

	<u>Name</u>	<u>Contract</u>	<u>Telephone #</u>
1.	<u>See Attached Reference List</u>		
2.	<u></u>		
3.	<u></u>		

24. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the prior written consent of the RVRSA.
25. Successful bidder shall indemnify and hold harmless the RVRSA, against any and all losses, cost, damage, claim, expense, or any liability whatsoever, including attorneys fee, however arising, or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with Americans with Disabilities Act.
26. All items bid will be inspected upon delivery to ascertain compliance with the specifications. Items not in compliance with the bid or its specifications will be rejected. Nothing herein shall limit any additional rights or warranties under this Contract or applicable law.
27. Should the successful bidder fail to strictly adhere to the Contract, deliver materials or supplies not meeting specifications, or be negligent or tardy in an unwarranted manner, the RVRSA reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new contract, while reserving to itself all rights for damages incurred. Nothing herein shall limit any additional rights or warrants under this contract or applicable law.
28. Upon the delivery to RVRSA of the equipment, material, supplies, and/or services and the submission of a properly completed voucher, Successful Bidder shall submit invoices for payment for the work provided by the 10th of the month and RVRSA shall present invoices for approval by its Board at the next scheduled regular meeting. RVRSA shall make payment of the invoice within a reasonable time thereafter in accordance with its customary payment procedures. However, notwithstanding the foregoing, in the event that RVRSA disputes or contests an invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment will be made at the next regular meeting of the RVRSA upon delivery and acceptance of the equipment, material, supplies, and/or services and the submission of a properly completed voucher.
29. If the successful bidder cannot, at any time, meet any provision of these specifications, he shall inform the Executive Director of the RVRSA, in writing. If in the opinion of the RVRSA, the successful bidder's failure to meet these requirements was the fault of the successful bidder, he shall be liable for up to \$50.00 per day for each day any provision was not met. This shall be treated as liquidated damages and not as a penalty.

30. Insurance to be provided must include at a minimum:

General Liability, including Products/Completed Operations: Limit \$1,000,000 per occurrence & \$2,000,000 aggregate. The RVRSA to be named as additional insured.

Auto Liability: limits \$1,000,000 CSL Coverage to include "Non-Owned and Hired Automobiles".

Commercial Umbrella Coverage - \$2,000,000

Workers' Compensation Insurance – statutory limits.

Additional Insurance

The bidder shall provide the following insurance and shall have the RVRSA named as additional insured on its policies. The Bidder is the contractor referenced below.

The Contractor shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontractors, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts.

a) Injury and death of one person	\$1,000,000
b) Injury or death to more than one Person or more than a single occurrence	\$2,000,000
c) Property damage	\$1,000,000
d) Property damage on account of all occurrence	\$2,000,000

The Contractor shall cause the RVRSA to be named as an additional insured on its policy for coverage required by this Agreement, and a certification of insurance evidencing the required insurance shall be filled by the CONTRACTOR with the Executive Director of the RVRSA. If the CONTRACTOR is self-insured, the CONTRACTOR shall provide the RVRSA proof of its self-insurance and provide a Certification of Self-Insurance as required by this section.

31. Successful bidder shall timely execute the Agreement attached at Section III – Item No. 1.

Section II – Item No. 2

TECHNICAL SPECIFICATIONS

SUPPLY OF CALCIUM NITRATE (MINIMUM 58%) SOLUTION FOR ODOR AND
CORROSION CONTROL

PART 1. GENERAL

CALCIUM NITRATE (MINIMUM 58%) SOLUTION is used for odor and corrosion control of the RVRSA Trunk Line.

PART 2. PRODUCT: Calcium Nitrate (minimum 58%) Solution, Ces ZerOdor Plus or Bioxide AQ or Equal

The product shall be delivered in liquid form readily soluble in water. Incidental to handling, the product will have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation and have no objectionable odor. The aqueous solution will be non-corrosive to most metals.

The product shall have the following characteristics:

- A. Have a minimum concentration of Calcium Nitrate active ingredient of 58% and be ready for use without mixing.
- B. A specific gravity of no more than 1.5% at 68-degrees F/ 20-degrees C.
- C. The product pH must have a pH between 6.0 and 7.0 +/- 0.5 s.u.
- D. The product must be available in bulk deliveries.
- E. The product must have a minimum freezing temperature of 2-degrees F.

PART 3. EXECUTION

3.01 ORDERING PRODUCT

Storage capacity and actual usage, as determined by the RVRSA, will be the determining factors in ordering the product.

The RVRSA will give reasonable notice to the seller when reordering the product. When reordering, the RVRSA Plant Manager or Operations Manager will call with a purchase order number and quantity ordered. The vendor is to confirm order by phone or email before shipment. Product ordered must be provided to the RVRSA no later than four (4) working days after notification.

3.02 DELIVERY AND PICKUP

The unit price bid shall include shipping, delivery, pickup, and hauling. The destination of delivery is RVRSA Meter Chamber RT-5, located at 144 Beach Street, Rockaway Borough, New Jersey.

The Product shall be delivered in approximately 1,500-gallon bulk deliveries.

Time of arrival of the Product at the RVRSA Meter Chamber RT-5 will be between the hours of 9am and 3pm. Deliveries will not be accepted after 3:00 p.m. Late arrival may be cause for non-acceptance of the delivery.

It is mandatory that RVRSA personnel must be present at the RVRSA Meter Chamber RT-5 to accept and monitor the delivery of the product.

The supplier shall present the certified gallonage or weight ticket of each delivery upon arrival. The gallonage/weight ticket must also be submitted to RVRSA with the Product invoice.

The number of deliveries, the amounts to be delivered will be determined by the RVRSA and such requirements will not affect the unit price bid for the Product.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EVOQUA WATER TECHNOLOGIES LLC

Trade Name:

Address: 181 THORN HILL RD
WARRENDALE, PA 18056

Certificate Number: 1803745

Effective Date: June 21, 2013

Date of Issuance: January 05, 2016

For Office Use Only:

20160105120029144


Certification 51239

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Jul-2022 to 15-Jul-2025

EVOQUA WATER TECHNOLOGIES, LLC
210 SIXTH AVENUE
PITTSBURGH PA 15222




ELIZABETH MAHER MUOIO
State Treasurer

Certificate Number
698058

Registration Date: 10/01/2024
Expiration Date: 09/30/2026



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Evoqua Water Technologies LLC

Responsible Representative(s):

Rodney Aulick, President
Karie Vamer, Secretary
Christopher Peterson, Other

Responsible Representative(s):

David Alban, Vice-President
John DiMascio, Other

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

**CURRENT REFERENCE LIST
FOR BIOXIDE®**

- | | | |
|----|---|----------|
| 1. | Manatee County, Florida
Nickolas A. Wagner
(941) 792-8811 X5377 | 30 years |
| 2. | City of Phoenix, Arizona
Rojelio Estrella
(602) 262-1864 | 16 years |
| 3. | Sanitation District #1 Of Northern Kentucky
Phil Sebastian
859-414-2353 | 17 years |

BIOXIDE® BIOCHEMICAL SOLUTION - THE NATURAL CHOICE FOR ODOR AND CORROSION CONTROL

BIOXIDE® solution is a unique, proven product because it achieves sewage odor control naturally, rather than chemically. This process eliminates the odor, prevents corrosion and overcomes safety concerns associated with atmospheric hydrogen sulfide.

BIOXIDE solution controls hydrogen sulfide odors and corrosion biologically. Introduction of nitrate oxygen via addition of BIOXIDE solution into a waste stream creates an environment in which certain naturally occurring bacteria thrive. These bacteria utilize the dissolved hydrogen sulfide which is present as a part of their metabolism, thereby cost effectively removing any dissolved hydrogen sulfide from the wastewater. As a result, BIOXIDE solution both removes dissolved hydrogen sulfide and prevents its formation.

In addition to hydrogen sulfide, BIOXIDE also combats most other odors commonly found in wastewater treatment systems. BIOXIDE solution has proven effective treatment in many types of wastewater facilities, in widely varying flows, and in any kind of weather.

TYPICAL PHYSICAL PROPERTIES

Nitrate Oxygen Content	3.5 lb/gal
Appearance	Clear and colorless to slightly tan
Odor	Odorless
Solubility in Water	Complete
Specific Gravity	1.42 - 1.48 at 68°F
Density	11.8 - 12.4 lb/gal at 68°F
Freezing Point	-30°F
pH	4 - 8

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

Typical Applications

- Force mains/Pressure mains
- Gravity interceptors
- Lift Stations
- Biosolids processing
- Ponds and lagoons

Proper dosage (as determined by Evoqua Water Technologies) of BIOXIDE treatment solution to a sludge or a wastewater stream, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism. By treating the hydrogen sulfide both in flow and solids of the wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

Typical Feed Requirements

Treatment is typically applied in a collection system upstream of the odorous control point. From a carefully selected point(s), the benefits will spread throughout the collection system to the influent of the treatment plant. The process has been documented to reduce dissolved hydrogen sulfide from over 50 mg/l to < 0.1 mg/l in numerous wastewater collection force mains, wet wells and gravity interceptors. Similar results have been achieved with BIOXIDE treatment in sludge lagoons and storage tanks. Due to the biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions.

For additional treatment information, including dosage specific to your application, please contact your Evoqua Water Technologies representative.

Storage and Handling

Bioxide solution contains no substances that are listed on the Extremely Hazardous Substances (EHS) under Section 302 of EPCRA or on the Extremely Hazardous Substances (EHS) Release Notification under Section 304 of the EPCRA. Bioxide Solution is not listed as a CERCLA hazardous substance. The active ingredient is nitrate oxygen which is a stable compound found in nature. This compound is selected as the active ingredient for BIOXIDE solution because it specifically interacts with naturally occurring bacteria to remove and prevent dissolved sulfide, resulting in an effective, safe and cost efficient product.

Can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

See Safety Data Sheet for additional safety and handling information before storing or handling BIOXIDE solution.

Packaging

BIOXIDE solution is normally shipped in 3,800 gallon bulk tanker loads. Mini bulk deliveries (<2,000 gallons) are available in many parts of the country. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222

+1 (866) 926-8420 (toll-free)

+1 (978) 614-7233 (toll)

www.evoqua.com

Bioxide is a trademark of Evoqua, its subsidiaries or affiliates, in some counties.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

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Subject to change without notice

MS-BIOXIDE-DS-0921

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Bioxide[®], Bioxide[®] AE

1.2. Recommended use and restrictions on use

Recommended use : Water treatment chemicals
Restrictions on use : None known

1.3. Supplier

Evoqua Water Technologies
210 Sixth Avenue Suite 3300
Pittsburgh, PA 15222
T 724-772-0044
information@evoqua.com

1.4. Emergency telephone number

US and Canada : 800-704-9215
International : +1-360-256-7365

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Acute toxicity (oral)	H302	Harmful if swallowed
Category 4		
Serious eye damage/eye irritation Category 1	H318	Causes serious eye damage

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) : Danger

Hazard statements (GHS US) : H302 - Harmful if swallowed
H318 - Causes serious eye damage

Precautionary statements (GHS US) : P264 - Wash hands, forearms and face thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P301+P312 - If swallowed: Call a poison center or doctor if you feel unwell.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a poison center or doctor.
P330 - Rinse mouth.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Bioxide[®], Bioxide[®] AE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Name	Product identifier	%
Calcium nitrate	(CAS-No.) 10124-37-5	45 - 50
Ammonium nitrate	(CAS-No.) 6484-52-2	3 - 5

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician immediately.
- First-aid measures after ingestion : Rinse mouth. Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Serious damage to eyes.
- Symptoms/effects after ingestion : May be harmful if swallowed.

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Not determined.

5.2. Specific hazards arising from the chemical

In a fire or if heated, a pressure increase will occur and the container may burst.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Avoid contact with skin and eyes. Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

No additional information available

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Dilute and mop up if water-soluble. If water insoluble, soak up with inert solids.
- Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure good ventilation of the work station. Avoid contact with skin and eyes. Wear personal protective equipment.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

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7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool. Rinse empty containers with water.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Bioxide [®] , Bioxide [®] AE
No additional information available
Calcium nitrate
No additional information available
Ammonium nitrate
No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Chemical goggles or safety glasses. Eye protection, including both chemical splash goggles and face shield, must be worn when possibility exists for eye contact due to spraying liquid or airborne particles

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: Clear
Color	: Colorless to tan
Odor	: Odorless
Odor threshold	: No data available
pH	: 4 – 8
Melting point	: Not applicable
Freezing point	: -34°C (-30°F)
Boiling point	: 103 – 105°C
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Not applicable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.42 – 1.48 @ 20°C
Solubility	: Soluble
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: No data available

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Oxidizing properties : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. On combustion, forms: carbon oxides (CO and CO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Harmful if swallowed.

Acute toxicity (dermal) : Not classified

Acute toxicity (inhalation) : Not classified

ATE US (oral) 1,055.3 mg/kg body weight

Calcium nitrate	
LD50 oral rat	300 – 2000 mg/kg
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	300 mg/kg body weight
Ammonium nitrate	
LD50 oral rat	2,950 mg/kg
LD50 dermal rat	> 5,000 mg/kg

Skin corrosion/irritation

Calcium nitrate	
OECD 405 eyes, rabbit 24-72 h	irritant
Ammonium nitrate	
OECD 405 eyes, rabbit	severe irritant

Serious eye damage/irritation : Causes serious eye damage

Respiratory skin sensitization : Not sensitizing

Germ cell mutagenicity : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Reproductive toxicity : No known significant effects or critical hazards.

STOT-single exposure : No known significant effects or critical hazards.

STOT-repeated exposure : No known significant effects or critical hazards.

Aspiration hazard : No known significant effects or critical hazards.

Viscosity, kinematic : No data available

Symptoms/effects after eye contact : Serious damage to eyes.

Symptoms/effects after ingestion : May be harmful if swallowed. May cause burns to mouth, throat, and stomach.

Skin contact : No known significant effects or critical hazards.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

Readily biodegradable in plants and soils.

Bioxide®, Bioxide® AE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
Product/Packaging disposal recommendations : Triple rinse empty containers with water prior to reconditioning.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not applicable

Transport by sea

Not applicable

Air transport

Not applicable

Transport in bulk according to Annex II of MARPOL and the IBC Code

Proper shipping name : Noxious liquid, (11) n.o.s., Cat Z

Pollution category : Z

SECTION 15: Regulatory information

15.1. US Federal regulations

SARA Section 311/312 Hazard Classes

Bioxide®, Bioxide® AE	Health hazard - Acute toxicity - oral - Category 4 Health hazard - Serious eye damage - Category 1
Ammonium nitrate, 3 - 5%	Fire hazard - immediate (acute) health hazard Eye irritation - Category 2A Oxidizing solids - Category 3
Calcium nitrate, 45 - 50%	Fire hazard - Immediate (acute) health hazard - Delayed (chronic) health hazard Acute toxicity - oral - Category 4 Oxidizing solids - Category 3 Serious eye damage - Category 1

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

SARA 313 Form R - Reporting Requirements

Name	Product Identifier	%
Calcium nitrate	(CAS-No.) 10124-37-5	45 - 50
Ammonium nitrate	(CAS-No.) 6484-52-2	3 - 5

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

- Clean Air Act Section 112(b) : Not listed
Hazardous Air Pollutants (HAPs) : Not listed
Clean Air Act Section 602 Class I Substances : Not listed
Clean Air Act Section 602 Class II Substances : Not listed
DEA List I Chemicals : Not listed
DEA List II Chemicals : Not listed

- SARA 302/304 : No products were found.
SARA 304 RQ : Not applicable.

Bioxide[®], Bioxide[®] AE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

15.2. International regulations

- All components listed or exempted on the Korean ECL (Existing Chemicals List)
- All components listed or exempted on the NZIoC (New Zealand Inventory of Chemicals)
- All components listed or exempted on the TCSI (Taiwan Chemical Substance Inventory)
- All components listed or exempted on the Philippines inventory (PICCS)
- All components listed or exempted on the Japan inventory
- All components listed or exempted on the China inventory (IECSC)
- All components listed or exempted on the Australia inventory (AICS)
- All components listed or exempted on the Canada inventory.
- All components listed or exempted on the Malaysia Inventory (EHS Register)
- All components listed or exempted on the EC inventory (EINECS/ELINCS)

15.3. US State regulations

California Proposition 65 - Warning: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Massachusetts	: None of the components are listed.
New York	: None of the components are listed.
New Jersey	: Calcium nitrate is listed. Ammonium nitrate is listed.
Pennsylvania	: Ammonium nitrate is listed.

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 12/15/2022

Full text of H-phrases:

H302	Harmful if swallowed
H318	Causes serious eye damage

SDS US (GHS HazCom 2012)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable



Evoqua operates a fleet of both tractor trailers and straight trucks and will be able to make deliveries with either type of truck, as required. Our drivers are direct employees of Evoqua Water Technologies. A picture of one of our straight trucks is provided below:



