

NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by the Mount Holly Municipal Utilities Authority ("OWNER") at its business office at 1 Park Drive, PO Box 486, Mount Holly, New Jersey 08060-0486 on:

Tuesday, July 21, 2020 at 10:00 a.m., prevailing time

for the following goods or services:

**Supply and Delivery of WHIPPS, Inc. Model 900 Series Stainless Steel Slide Gate or Equivalent to Include:
One (1) Model 924 Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-
Operated Gearbox**

**Two (2) Model 925 NON-Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-
Operated Gearbox**

A complete description of the goods and services to be provided under this Request for Proposal (RFP) is contained within. Any interested Proposer may obtain a complete copy of the RFP during regular office hours (8:30am to 4:00pm, Monday through Friday) from the administrative office of the Owner's, 1 Park Drive, Mount Holly, New Jersey, 08060 or by downloading a copy from the "For the Public" tab - "Public Notices" dropdown on the Owner's website www.mhmua.com.

Signed proposals, one (1) bound original hard copy of original submittal and one (1) unbound copy of original submittal must be received at the Owner's business office, 1 Park Drive, PO Box 486, Mount Holly, New Jersey 08060 on or before **Tuesday July 21, 2020 at 10:00 a.m., prevailing time**. No late submissions will be accepted. The Authority assumes no responsibility for proposals mailed or misdirected in delivery.

The signed proposal must be made on the standard form in the manner designated in the RFP, and must be enclosed in a sealed envelope bearing the name and address of the Proposer and the name and number of the contract identified on the outside, addressed to Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA), The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060-0486.

All properly sealed proposals will be publicly opened, announced and recorded on **Tuesday July 21, 2020 at 10:00 a.m., prevailing time** in the Owner's conference room, 37 Washington Street, Mount Holly, New Jersey. The Owner reserves the right to reject any and all proposals, in whole or in part, and to waive any immaterial defect or informality in any proposals as may be permitted by law.

This RFP will be awarded under the "Fair and Open" process pursuant to New Jersey Local Unit "Pay to Play" Law, P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq. In addition, all Proposers shall comply with P.L.1977, c.33 requiring submission of a statement of corporate ownership; N.J.S.A. 52:32-44 requiring submission of a New Jersey Business Registration Certificate and the collection of use taxes; and with the provisions of P.L.1975, c.127 and N.J.A.C. 17:27 concerning equal employment opportunity and affirmative action and the submission of proof of compliance therewith.

Robert G. Maybury, Jr., Executive Director

THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
1 Park Drive, PO Box 486
Mount Holly, New Jersey 08060-0486
(609) 267-0015

Contract 2020-14

REQUEST FOR PROPOSALS

FOR

SUPPLY AND DELIVERY OF WHIPPS, INC. MODEL 900 SERIES STAINLESS STEEL SLIDE
GATE OR EQUIVALENT TO INCLUDE:
ONE (1) MODEL 924 SELF CONTAINED STAINLESS STEEL SLIDE GATE WITH
APPURTENANCES AND MANUAL HAND-CRANK-OPERATED GEARBOX
TWO (2) MODEL 925 NON-SELF CONTAINED STAINLESS STEEL SLIDE GATE WITH
APPURTENANCES AND MANUAL HAND-CRANK-OPERATED GEARBOX

REQUEST FOR PROPOSAL (RFP)

I. PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Mount Holly Municipal Utilities Authority (hereinafter the "OWNER") for the purpose of soliciting sealed proposals for Supply and Delivery of WHIPPS, Inc. Model 900 Series Stainless Steel Slide Gate or Equivalent to Include: One (1) Model 924 Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox & Two (2) Model 925 NON-Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox.

II. PROPOSAL SUBMISSION

To be considered, sealed proposals for the RFP must be received on or before **Tuesday July 21, 2020 at 10:00 a.m. prevailing time.** Sealed proposals will be opened in the Owners conference room, 37 Washington Street, Mount Holly, NJ on **Tuesday July 21, 2020 at 10:00 a.m. prevailing time.** To be considered, Proposers shall submit one (1) original bound proposal and one (1) unbound copy in a sealed envelope marked "Submission of Qualifications/Proposal for Supply and Delivery of WHIPPS, Inc. Model 900 Series Stainless Steel Slide Gate or Equivalent to Include: One (1) Model 924 Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox & Two (2) Model 925 NON-Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox." clearly marked on the outside to:

Anthony G. Stagliano, Sr., QPA
Mount Holly Municipal Utilities Authority
1 Park Drive, P.O. Box 486
Mount Holly, NJ 08060-0486

Faxed or E-Mailed proposals WILL NOT be accepted.

Any inquiry concerning this RFP should be directed in writing to:

Anthony G. Stagliano, Sr., QPA
Mount Holly Municipal Utilities Authority
1 Park Drive, P.O. Box 486
Mount Holly, NJ 08060-0486

All documents/information submitted in response to this RFP shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47: 1A-1, et seq.

The Owner reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. In the event that all proposals are rejected, the Owner reserves the right to re-solicit proposals. The Owner shall maintain all documentation for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Proposers assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFP.

III. COST LIABILITY

The Owner assumes no responsibility and bears no liability for costs incurred by a Proposer associated with the oral or written preparation and/or presentation of the proposal submittal in response to this RFP. The Owner assumes no responsibility and liability for costs incurred by the Proposer prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the contract. Proposer will assume responsibility for all costs not stated in their proposal. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

IV. CONTENTS OF PROPOSAL

Subsequent to opening, all information submitted by Proposers in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the Owner proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the Letter of Intent to Award is issued.

A Proposer may designate specific information as "not subject to disclosure" when the Proposer has a good faith legal/factual basis for such assertion. The Owner reserves the right to make the determination and will advise the

Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The Owner will not honor any attempt by a Proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

All proposals, with the exception of information determined by the Owner or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Owner's QPA to inspect proposals received in response to this RFP.

V. PRICE ALTERATION

Prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a contract award from being made to the Proposer.

VI. ALTERING OFFICIAL DOCUMENT

Proposer shall not write in any margins or alter the official content of the Owner's document.

VII. MODIFICATIONS OF PROPOSALS

Any Proposer may modify his/her proposal by mail, courier or hand delivery at any time. Said communication must be received by the Owner prior to the scheduled closing as specified in the RFP. The communication should not reveal the proposal price, but should provide the addition to, or subtraction from, or other modification so that the Owner will not know the final price(s) or term(s) until the sealed proposal is opened.

VIII. ERRORS & WITHDRAWING PROPOSALS

In accordance with N.J.A.C. 17:12-1.22, a Proposer may withdraw its proposal as follows:

- A Proposer may request that its proposal be withdrawn prior to opening. Such request must be made in writing to the Owner. If the request is granted, the Proposer may submit a revised proposal as long as it is received prior to the announced date and time for RFP opening and at the place specified.
- If, after the opening but before contract award, a Proposer discovers an error in its proposal, the Proposer may make written request to the Owner for authorization to withdraw its proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that:
 - The mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable;
 - The mistake relates to a material feature of the contract;
 - The mistake occurred notwithstanding the Proposer's exercise of reasonable care; and
 - The Owner will not be significantly prejudiced by granting the withdrawal of the proposal.

All withdrawal requests must include the contract identification number and the final opening date and sent to the following address:

Anthony G. Stagliano, Sr., QPA
Mount Holly Municipal Utilities Authority
1 Park Drive, P.O. Box 486
Mount Holly, NJ 08060-0486

If during evaluation, an obvious pricing error made by a Proposer is found, the Owner shall issue written notice to the Proposer. The Proposer will have five days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

In the event there is a discrepancy between:

- The unit prices and the extended totals, **the unit prices shall govern.**
- If between the correct sum of the extended totals and the total sum submitted, **the correct sum shall govern.**

If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price, and the Proposer's intention is not readily discernible from other parts of the proposal, the Owner may seek clarification from the Proposer to ascertain the true intent of the proposal.

The Owner shall:

1. Terminate any contract without delay upon discovery of an error that occurred during the proposal evaluation process and led to an erroneous award; and
2. The Owner shall document the error and promptly notify all affected parties; and

3. Bar issuance of new purchase orders and cancel outstanding purchase orders made under the contract being terminated.

IX. TIME FOR AWARD OF CONTRACT

The Owner shall award the contract or reject all proposals within such time as may be specified in the RFP, but in no case more than 60-days, except that the proposals of any Proposer who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

X. SELECTION PROCESS AND CRITERIA

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without further evaluation. For Proposers that satisfy the minimum requirements, the Owner will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The Owner retains the discretion to issue a notice of intent to award to a responsible proposer whose conforming proposal is most advantageous to the Owner, price and other factors considered, or to reject all proposals when the Owner determines it is in the public interest or the Owner's interest to do so.
- (b) The Proposer's general approach to providing the services required under this RFP.
- (c) The Proposer's experience and qualifications in successfully completing similar scope of the services required by this RFP as determined by verification of references provided by the Proposer in the proposal.
 - a. The proposer shall provide a reference record of at least three (3) previous, separate, similar successful contracts in the last three (3) years, to include contact information, location and quantity.
- (d) The overall ability of the Proposer to successfully complete the RFP requirements within the timeline established.

XI. REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all proposals in whole or in part if not in compliance with the standardized proposal requirements.

- Multiple Proposals Not Allowed - More than one proposal from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.
- Unbalanced Proposals - Proposals which are obviously unbalanced may be rejected at the option of the Owner.

Additional reasons for potential rejection by the Owner include

- The lowest proposal substantially exceeds the cost estimates for the goods or services;
- The lowest proposal substantially exceeds the Owner's appropriation for the goods or services;
- The Owner decides to abandon the project for provision or performance of the goods or services;
- The Owner wants to substantially revise the specifications for the goods or services;
- The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
- The Owner decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

XII. QUANTITY AND PAYMENT

Requests for payment must be submitted no later than the 1st day of the month. Requests for payment must include the required purchase order or voucher, complete with the claimant certification & declaration (signature) and invoice. Only complete payment requests will be presented to the Owner's Board for review and approval at the monthly Board meeting usually held on the second Thursday of the month. Payment checks are processed only after Board approval.

XIII. CHALLENGE OF SPECIFICATIONS

Any Proposer who wishes to challenge a specification shall file such challenge in writing with the Owner no less than three (3) business days prior to the opening of the RFP. Challenges filed after that time shall be considered void and having no impact on the Owner or the award of contract.

XIV. STATUTORY AND OTHER REQUIREMENTS TO BE SUBMITTED WITH SEALED PROPOSAL

Failure to submit the following ☒ with the sealed proposal could be cause for rejection of the proposal.

☒ Stockholder Disclosure

The accepted Proposer shall comply with Chapter 33 of the Public Laws of 1977, which provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The Stockholder Disclosure Form shall be completed and attached to the proposal.

☒ Disclosure of Investigations and Other Actions Involving the Proposer for Joint Venture

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

☒ Non-Collusion Affidavit

The Non-Collusion Affidavit provided as part of these documents shall be properly executed and submitted with the proposal.

☒ Business Registration Required

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

- A. No contract shall be entered into by the Owner unless the Proposer provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) at the time the proposal is submitted. The Owner, in its sole discretion, may waive this requirement if a business registration has previously been provided to the Owner.
- B. A subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Owner. No contract with a subcontractor shall be entered into by the Contractor unless the subcontractor first provides proof of valid business registration. The Contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.
- C. 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 before final payment is made for goods provided or services rendered or for work under the contract.

For the term of this contract, a Contractor or a Contractor with a subcontractor that enters into a contract with the Owner, and each of the affiliates of the Contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

Disclosure of Investment Activities in Iran

A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55), any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract is required to certify at the time the proposal is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the Act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

B. If the Owner determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the Owner shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The Owner may also report to the Authority Solicitor or Special Counsel, as appropriate, the name of that person, together with its information as to the false certification, and the Authority Solicitor or Special Counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

XV. STATUTORY AND OTHER REQUIREMENTS TO BE SUBMITTED WITH EXECUTED CONTRACT

*Failure to submit the following ✓ with the **executed contract** could be cause for rejection of the contract.*

✓ Mandatory Affirmative Action Certification

The accepted Proposer shall be required to comply with, and shall not be issued a contract unless it complies with, the Affirmative Action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program as a precondition to entering into a contract with the Owner.

✓ Americans with Disabilities Act of 1990 Acknowledgement

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The accepted Proposer agrees to comply with the Americans with Disabilities Act as it applies to this contract and agrees that the

provisions of Title II of the Act are made a part of this contract. The accepted Proposer shall indemnify and hold harmless the Owner from all claims, suits or actions and damages or costs of every name and description to which the Owner may be subjected, including counsel fees and expenses of suit or defense, by reason of any violation by the Proposer with this Act.

✓ Insurance & Indemnification Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be provided in not less than the statutory limits and shall be maintained in force during the life of this contract by the Contractor covering all employees engaged in performance of this contract in accordance with the applicable statute.

2. General Liability Insurance

This insurance shall be provided with limits of not less than \$2,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the Contractor.

3. Automobile Liability Insurance

This insurance covering the Contractor for claims arising from owned, hired and non-owned vehicles shall be provided with limits of not less than \$2,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$2,000,000 each accident for property damage, and shall be maintained in force during the life of this contract by the Contractor.

✓ Certificates of the Required Insurance

Certificates as listed above shall be submitted with the execute contract along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation and Employer's Liability, and Pollution Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Owner as an additional insured.

✓ Indemnification

The Contractor will indemnify and hold harmless the Owner from all claims, suits or actions and damages or costs of every name and description to which the Owner may be subjected, including counsel fees and expenses of suit or defense, by reason of injury to the person or property of another, or the property of the Owner, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

XVI. TECHNICAL SPECIFICATIONS

The Owner is issuing this Request for Proposal (RFP) for Supply and Delivery of WHIPPS, Inc. Model 900 Series Stainless Steel Slide Gate or Equivalent to Include: One (1) Model 924 Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox & Two (2) Model 925 NON-Self Contained Stainless Steel Slide Gate with Appurtenances and Manual Hand-Crank-Operated Gearbox to be supplied and delivered by the accepted Proposer to the Owner's Water Pollution Control Facility, 300 Rancocas Road, Mount Holly, New Jersey F.O.B. Destination and shall meet all specifications as indicated below.

The accepted Proposer shall furnish all materials, equipment and incidentals required for the Owner to install, field test and operate stainless steel gates and appurtenances as specified herein.

Proposers are encouraged to submit descriptive literature and technical specifications with their proposal. If not submitted with the proposal, the Owner reserves the right to request this information, prior to contract award.

SECTION 1 - SUBMITTALS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>Proposers shall provide the following information with their sealed proposal to confirm compliance with the technical specifications in addition to the submittal requirements specified herein:</p> <ul style="list-style-type: none"> Complete description of all materials including the material thickness of all structural components of the frame and stainless steel slide gates. Installation drawings showing all details of construction, details required for installation, dimensions and anchor bolt locations. Maximum bending stress and deflection of the stainless steel slide gates under the maximum design head. 		

SECTION 2 – GATE SCHEDULE

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Quantity one (1) Model 924 Self Contained Stainless Steel Slide Gate with gate size 32-inches high x 32-inches wide invert to floor at 7.5-feet		
2	Quantity one (1) Model 925 NON-Self- Contained Stainless Steel Slide Gate with gate size 32-inches high x 32-inches wide invert to floor at 7.5-feet to include pedestal, floor stand, floor stand bracket and stem guide		
3	Quantity one (1) Model 925 NON-Self- Contained Stainless Steel Slide Gate with gate size 32-inches high x 32-inches wide invert to floor at 11.5-feet to include pedestal, floor stand, floor stand bracket and stem guide		

SECTION 3 – GENERAL

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The stainless steel water control slide gates and appurtenances and related components shall be supplied in accordance with specifications herein.		
2	Leakage shall not exceed 0.05GPM/FT of wetted seal perimeter in seating head and unseating head conditions.		
3	The gate shall utilize self-adjusting seals. NOTE: Gates that utilize adjustable wedges, wedging devices or pressure pads are not acceptable.		
4	All structural components of the frame and slide shall be fabricated of stainless steel having a minimum thickness of 1/4-inch and shall have adequate strength to prevent distortion during normal handling, installation and while in service.		
5	Slide frames shall be shipped fully assembled with the invert member welded to the side frames and the slide installed in the frame.		
6	All welds shall be performed by welders with AWS D1.6 certification.		
7	Component finish shall be as follows: <ul style="list-style-type: none"> Welds shall be sandblasted to remove weld burn and scale. All stainless steel components shall have a Mill finish. All iron and steel components shall be properly prepared and shop coated with a primer. 		
8	Component materials of construction shall be as indicated below:		
	Components	Materials	
	Frame Assembly and Retainers	Stainless Steel, Type 304L, ASTM A240	
	Slide and Stiffeners	Stainless Steel, Type 304L, ASTM A240	
	Stem	Stainless Steel, Type 304, ASTM A276	
	Anchor Studs, Fasteners and Nuts	Stainless Steel, Type 316, ASTM A276	
	Invert Seal (Upward Opening Gates Only)	Neoprene ASTM D-2000 or EPDM	
	Seat/Seals and Facing	Ultra-High Molecular Weight Polyethylene (UHMW) ASTM D4020	
	Lift Nuts	Bronze ASTM B584	
	Pedestals and Wall Brackets	Stainless Steel, Type 304L, ASTM A240	
	Operator Housing	Cast aluminum or ductile iron	

SECTION 4 - FRAMES

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The frame assembly, including the guide members, invert member and yoke members, shall be constructed of formed stainless steel plate with a minimum thickness of 1/4-inch.		
2	Frame design shall allow for mounting directly to a wall with stainless steel anchor bolts and grout. or mounting to a wall thimble with stainless steel mounting studs and a mastic gasket material as described herein.		
3	All wall-mounted or wall thimble mounted Gates shall have a flange frame. NOTE: Flat frame Gates are not acceptable		
4	The structural portion of the frame that incorporates the seat/seals shall be formed into a one-piece shape for rigidity. NOTE: Guide members that consist of two or more bolted structural members <u>are not acceptable</u> .		

	NOTE: Guide member designs where water loads are transferred through the assembly bolts are not acceptable.		
5	Gussets shall be provided as necessary to support the guide members in an unseating head condition.		
6	The gussets shall extend to support the outer portion of the guide assembly and shall be positioned to ensure that the load is transferred to the anchor bolts or the wall thimble studs.		
7	The frame shall extend to accommodate the entire height of the slide when in the fully opened position on upward opening Gates.		
8	On self-contained Gates, a yoke shall be provided across the top of the frame. <ul style="list-style-type: none"> The yoke shall be formed by two structural members affixed to the top of the side frame members to provide a one-piece rigid assembly. The yoke shall be designed to allow removal of the slide. 		
9	A rigid stainless steel invert member shall be provided across the bottom of the opening. NOTE: The invert member shall be of the flush-bottom type on upward opening Gates.		
10	A rigid stainless steel top seal member shall be provided across the top of the opening on Gates designed to cover submerged openings.		

SECTION 5 – SLIDE

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The slide and reinforcing stiffeners shall be constructed of stainless steel plate with all structural components having a minimum thickness of 1/4-inch.		
2	The slide shall not deflect more than 1/360 of the span or 1/16-inch, whichever is smaller, under the maximum design head.		
3	Reinforcing stiffeners shall be welded to the slide and mounted horizontally.		
4	Vertical stiffeners shall be welded on the outside of the horizontal stiffeners for additional reinforcement.		
5	The stem connector shall be constructed of two angles or plates and welded to the slide. <ul style="list-style-type: none"> A minimum of two bolts shall connect the stem to the stem connector. 		

SECTION 6 – SEALS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	All Gates shall be provided with a self-adjusting seal system to restrict leakage in accordance with the requirements listed in this specification.		
2	The seat/seals shall extend to accommodate 1-1/2-times the height of the slide when the slide is in the fully closed or fully opened position.		
3	All upward opening Gates shall be provided with a resilient seal to seal the bottom portion of the Gate.		
4	The seal shall be attached to the invert member or the bottom of the slide and it shall be held in place with stainless steel attachment hardware.		
5	The seal system shall be durable and shall be designed to accommodate high velocities and frequent cycling without loosening or suffering damage.		
6	All seals must be bolted or otherwise mechanically fastened to the frame or slide. NOTE: Arrangements with seals that are force fit or held in place with adhesives are unacceptable. NOTE: Gates that utilize rubber “J” seals or “P” seals are not acceptable.		
7	The seals shall be mounted so as not to obstruct the water way opening.		
8	The seal system shall have been factory tested to confirm negligible wear (less than 0.01-inch) and proper sealing. NOTE: The factory testing shall consist of an accelerated wear test comprised of a minimum of 25,000 open-close cycles using a well-agitated sand/water mixture to simulate fluidized grit.		

SECTION 7 – STEMS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	A threaded operating stem shall be utilized to connect the operating mechanism to the slide.		
2	On rising stem Gates, the threaded portion shall engage the operating nut in the manual operator or motor actuator.		

3	The threaded portion of the stem shall have a minimum outside diameter of 1-1/2-inches. NOTE: Stem extension pipes are not acceptable.		
4	The stem shall be constructed of solid stainless steel bar for the entire length with the metal having a tensile strength of not less than 75,000PSI.		
5	The stem shall be threaded to allow full travel of the slide unless specified otherwise by Owner.		
6	Maximum L/R ratio for the unsupported part of the stem shall not exceed a maximum Slenderness Ratio of 200.		
7	In compression, the stem shall be designed for a critical buckling load caused by a 40LB effort on the crank or handwheel with a safety factor of 2, using the Euler column formula.		
8	The stem shall be designed to withstand the tension load caused by the application of a 40lb effort on the crank or handwheel without exceeding 1/5 of the ultimate tensile strength of the stem material.		
9	The threaded portion of the stem shall have machine rolled threads of the full Acme type with a 16 micro-inch finish or better. NOTE: Stub threads are not acceptable		
10	Stems of more than one section shall be joined by stainless steel or bronze couplings that shall be bolted to the stems		
11	Stems, on manually operated Gates, shall be provided with adjustable stop collars to prevent over closing of the slide.		

SECTION 8 – STEM GUIDES

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Stem guide shall be provided when necessary to ensure that the maximum L/R ratio for the unsupported part of the stem is 200 or less.		
2	Stem guide brackets shall be fabricated of stainless steel and shall be outfitted with UHMW or bronze bushings and shall be adjustable in two directions.		

SECTION 9 – MANUAL OPERATORS

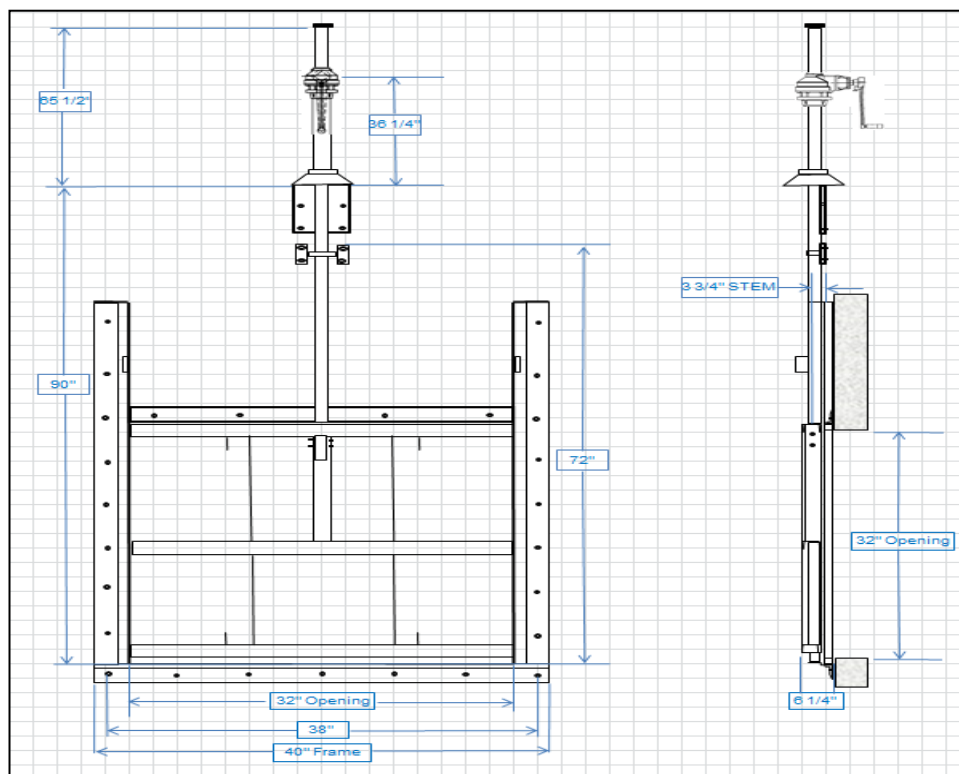
ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Unless otherwise specified by Owner, Gates shall be operated by a manual handwheel or a manual crank-operated gearbox.		
2	The operator shall be mounted on the Yoke of self-contained Gates or on the pedestal of non-self-contained Gates.		
3	The Gate manufacturer shall select the proper gear ratio to ensure that the Gate can be operated with no more than a 40LB effort when the Gate is in the closed position and experiencing the maximum operating head.		
4	An arrow with the word "OPEN" shall be permanently attached or cast onto the operator to indicate the direction or rotation to open the Gate.		
5	Handwheel operators shall be fully enclosed and shall have cast aluminum housing. <ul style="list-style-type: none"> Handwheel operators shall be provided with a threaded cast bronze lift nut to engage the operating stem. Handwheel operators shall be equipped with roller bearings above & below operating nut. Positive mechanical seals shall be provided above and below the operating nut to exclude moisture and dirt and prevent leakage of lubricant out of the hoist. The handwheel shall be removable and shall have a minimum diameter of 15 inches. 		
6	Crank-operated gearboxes shall be fully enclosed and shall have cast aluminum or ductile iron housing. <ul style="list-style-type: none"> Gearboxes shall have either single or double gear reduction depending upon the lifting capacity required. Gearboxes shall be provided with a threaded cast bronze lift nut to engage the operating stem. Bearings shall be provided above and below the flange on the operating nut to support both opening and closing thrusts. Gears shall be steel with machined cut teeth designed for smooth operation. The pinion shaft shall be stainless steel and shall be supported on ball or tapered roller bearings. Positive mechanical seals shall be provided on the operating nut and the pinion shafts to exclude moisture and dirt and prevent leakage of lubricant out of the hoist. The crank shall be cast aluminum or cast iron with a revolving nylon grip. 		

	<ul style="list-style-type: none"> The crank shall be removable. 		
	<p>Pedestals shall be constructed of stainless steel. NOTE: Aluminum pedestals are not acceptable.</p> <ul style="list-style-type: none"> The pedestal height shall be such that the handwheel or pinion shaft on the crank-operated gearbox is located approximately 36 in above the operating floor. Wall brackets shall be used to support floor stands where shown on the attached drawings and shall be constructed of stainless steel. Wall brackets shall be reinforced to withstand in compression at least two times the rated output of the operator with a 40LB effort on the crank or handwheel. The design and detail of the brackets and anchor bolts shall be provided by the Gate manufacturer. The Gate manufacturer shall supply the bracket, anchor bolts and accessories as part of the gate assembly. 		
7	<p>Operators shall be equipped with fracture-resistant clear Butyrate or Lexan plastic stem covers.</p> <ul style="list-style-type: none"> The top of the stem cover shall be closed. The bottom end of the stem cover shall be mounted in a housing or adapter for easy field mounting. Stem covers shall be complete with indicator markings to indicate gate position. 		

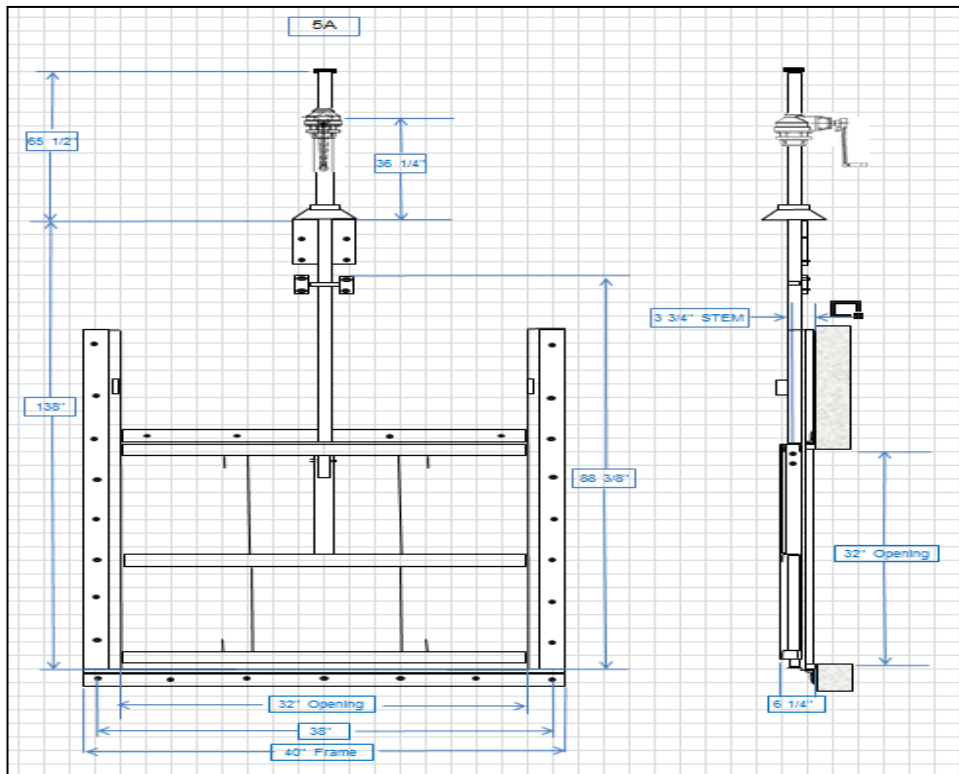
SECTION 10 – ANCHOR BOLTS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>Anchor bolts shall be provided by the gate manufacturer for mounting the gates and appurtenances.</p> <ul style="list-style-type: none"> Quantity and location shall be determined by the Gate manufacturer. If epoxy type anchor bolts are provided, the Gate manufacturer shall provide the studs and nuts. Anchor bolts shall have a minimum diameter of 1/2-inch. 		

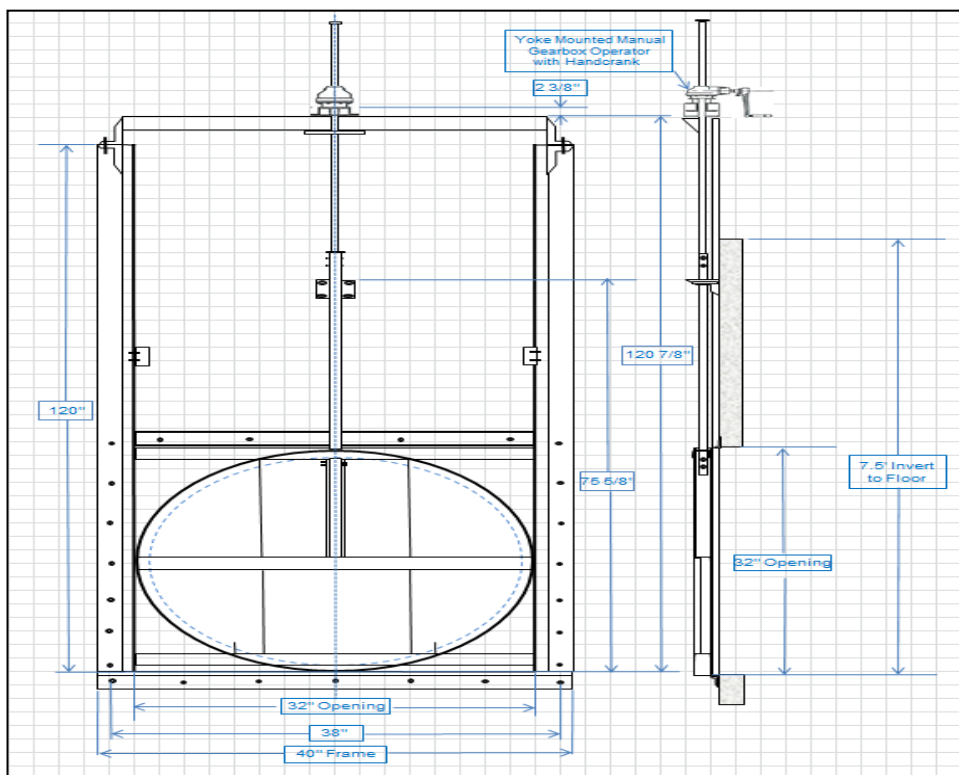
GATE 4A



GATE 5A



GATE 6A ECT INFLUENT



MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

CHECKLIST

Submission Date: Tuesday July 21, 2020, 10:00 a.m. prevailing time

Failure to submit the following documents is a mandatory cause for the submittal to be rejected.

(N.J.S.A. 40A:11-23.2) (NJ.S.A. 52:32-55, et seq.)

Required by OWNER	<i>The following items, as indicated below (X), shall be provided with the receipt of <u>SEALED PROPOSALS</u>.</i>	Initial each required entry and if required submit the item
X	Proposal Forms – Schedule of Prices	
X	Proposer Affidavit	
X	Statement of Ownership Disclosure Certification	
X	Disclosure of Investigations & Other Actions Involving the Bidder/Proposer	
X	Acknowledgement of Receipt of Addenda, Corrections, Additions or Deletions Form	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration	
X	Debarred, Suspended and Disqualified Bidder/Proposer Certification	
X	Project Client Reference	
X	Affirmative Action Compliance Notice for Goods & Services Contracts	
X	W-9 Form	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms	

Required by OWNER	<i>The following items, as indicated below (✓), shall be provided with the receipt of <u>EXECUTED CONTRACTS</u>.</i>	Initial each required entry and if required submit the item
✓	Mandatory Affirmative Action Certification (one of the following shall be provided) Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or Employee Information Report Form AA302	
✓	Americans with Disabilities Act of 1990 Acknowledgement	
✓	Insurance & Indemnification Requirements & Certificates of the Required Insurance	
✓	Workers Compensation	
✓	General Liability	
✓	Automobile Liability	
✓	Contracts & Bonds	

PROPOSAL
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY (OWNER):

The undersigned proposer hereby declares that it has carefully examined the specifications, proposal and contract documents; and that it will agree to carry out the complete contract as specified and delineated at the price per unit measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

1. All Unit Prices and the Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures.
2. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made in any or all unit prices so as to attain conformity with said Total Price before the contract is executed.

When alternate items are listed in the proposal, the determination of which Proposer's response to a Request For Proposal offers the lowest price shall be made on the basis of the price of: (i) the base proposal items plus the price of any selected alternate proposal item; or (ii) a choice of alternate proposal items within the limit of funds that may be available for a project. If the Owner provides for more than one alternate proposal item, the Owner shall specify the ranked order in which the alternate proposal items are to be selected and included in the award of the contract, provided that this requirement shall only apply to a project with a total estimated cost, including alternate proposal items, of greater than \$500,000. (N.J.S.A.40A: 11-23 .Id)

The undersigned proposes to furnish all labor, materials and equipment required to construct and complete the structures and do other work complete in every detail, in accordance with plans, specifications and other contract documents at and for the following Lump Sum Prices and Unit Prices:

Delivery will be made to the Owner periodically upon notice from the Owner in reasonable quantities. The unit prices include delivery to the place designated for delivery in the Specifications.

Attached to this Proposal is the completed Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit and the security (cashier's check, certified check, or Bid Bond) made payable to the order of the Owner.

The name and business address of Proposer to whom all formal notices are to be sent:

The undersigned proposes to furnish all labor, materials and equipment required to do all work in accordance with specifications and other contract documents prepared by the Owner at and for the following Prices:

Please complete the following proposal sheets

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SCHEDULE OF PRICES

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose the following for the **SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**, and if awarded the contract, he/she will provide services as required by the specifications at the below indicated prices.

Quantity two (2) Model 925 NON-Self- Contained Stainless Steel Slide Gate	Quantity one (1) Model 924 Self-Contained Stainless Steel Slide Gate
Unit Price in Words:	Unit Price in Words:
Unit Price in Numbers:	Unit Price in Numbers:
Total Price for two (2)	Total Price for One (1)

_____ Dollars and _____ Cents

Total Combined Price in words:

\$ _____

Total Combined price in numbers:

Company Name Federal I.D. or Social Security #

Address

Signature of Authorized Agent Type or Print

Title Date

Telephone Number Cell Phone Number E-mail Address Fax Number

The above quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used are dependent upon many variables and as such, payment will only be made for materials ordered and received by the Owner.

24 HOUR EMERGENCY CONTACT(S) REQUIREMENT: Proposer must provide name(s) and telephone contact number(s) of responsible and knowledgeable company representatives in case of an emergency. Said personnel must be available for contact 24 hours every day, Saturdays, Sundays and Holidays included.

NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. No.:

This proposal may be disqualified if emergency name(s) and number(s) is/are not provided.

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

PROPOSER'S AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

_____, being duly sworn, deposes and says that he/she resides at

and that he is the _____

(Title)

of _____

who signed the above Proposal, that he was duly authorized to sign and that the Proposal is the true offer of the Proposer, that the seal attached is the seal of the Proposer and that all declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

He/she further deposes that he/she has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10-percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

Affiant

Subscribed and Sworn to before me this ____ day of _____, 2020

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

STATEMENT OF OWNERSHIP DISCLOSURE FORM

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Firm Name:			
Address:	City:	State:	Zip:

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

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

If a Proposer 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

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 non-corporate 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.

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

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 Proposer; that the Mount Holly Municipal Utilities Authority (Owner) 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 the Owner to notify the Owner 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 Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)

Title

Signature

Date

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE BIDDER/PROPOSER FORM

Bid/Proposal Solicitation #:	Bidder/Proposer:
------------------------------	------------------

PART 1
PLEASE LIST ALL OFFICERS/DIRECTORS OF THE BIDDER/PROPOSER BELOW.
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

Name:	Title:	
Address 1:		
Address 2:		
City:	State:	Zip:

Name:	Title:	
Address 1:		
Address 2:		
City:	State:	Zip:

Name:	Title:	
Address 1:		
Address 2:		
City:	State:	Zip:

Attach additional sheets if necessary

PART 2
PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

QUESTION	YES	NO
1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?		
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?		
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?		
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?		

- IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
- IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

PROVIDING ADDITIONAL INFORMATION

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

Person or Entity Name:	
Contact Name:	Phone No.:
Case Captioned:	
Inception of the Investigation:	Current Status:
Summary of Investigation:	

Person or Entity Name:	
Contact Name:	Phone No.:
Case Captioned:	
Inception of the Investigation:	Current Status:
Summary of Investigation:	

Person or Entity Name:	
Contact Name:	Phone No.:
Case Captioned:	
Inception of the Investigation:	Current Status:
Summary of Investigation:	

CERTIFICATION

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

Print Name

Print Title

Signature

Date

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder/Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledged Receipt (initial)

☐ **No Addenda were received**

Acknowledged for: _____
(Name of Bidder/Proposer)

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Title: _____

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

NON-COLLUSION AFFIDAVIT

State of _____

ss

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____, of full age, being duly sworn
according to law on my oath depose and say that: I am _____
(title, position, etc.)

of the firm of _____ the Bidder/Proposer making the
submission to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT:**
2020-14, and that I executed the said proposal with full authority to do so that said; that said Firm has not,
directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in
restraint of fair and open competition in connection with the above named service; and that all statements
contained in said submission and in this affidavit are true and correct, and made with full knowledge that the
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY relies upon the truth of the statements contained in said
submission and in the statements contained in this affidavit in awarding the contract for said Service.

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:

(Type or Print name of affiant and Title under signature)

Subscribed and sworn to before me this day this ____ day of _____, 2020

Notary Public of

My Commission expires: _____

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

BUSINESS REGISTRATION CERTIFICATE

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

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
ADDRESS:	ISSUANCE DATE:
EFFECTIVE DATE:	
FORM-BRC(04-01) This Certificate is NOT assignable or transferable. It must be correspondingly displayed at above address.	

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER/PROPOSER CERTIFICATION

STATE OF _____

CONTRACT NO. 2020-14

: ss.

COUNTY OF _____

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

I am the (title) _____ of _____, the Bidder/Proposer submitting the Proposal for the above named work; that I executed the Proposal with full authority to do so; that said Bidder/Proposer at the time of making of this Proposal, (as applicable, insert "is" or "is not") _____ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders/Proposers; and that all statements contained in the Proposal and in this affidavit are true and correct, and made with the full knowledge that Mount Holly Municipal Utilities Authority (Owner) relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, the Owner shall be immediately so notified by the undersigned.

The undersigned understands that a Bidder/Proposer is subject to debarment, suspension and/or disqualification in bidding/proposing with the Owner if the Bidder/Proposer, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, as defined by applicable law and regulation.

Subscribed and Sworn before me this _____ day of _____, 2020

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

PROJECT CLIENT REFERENCE FORM

Bidder/Proposer shall provide a list of three (3) clients for whom similar services have been provided

Reference 1

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Bidder/Proposer:			

The Contact Person should be a responsible party of the Client for which the work was performed, and have comprehensive knowledge about the project and the Bidder's/Proposer's role and responsibilities within the project.

Reference 2

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Bidder/Proposer:			

The Contact Person should be a responsible party of the Client for which the work was performed, and have comprehensive knowledge about the project and the Bidder's/Proposer's role and responsibilities within the project.

Reference 3

Client Name:			
Address:		City:	State: Zip:
Contact Person:		Title:	
Telephone:	Fax:	Email:	
Briefly describe the services provided by the Bidder/Proposer:			

The Contact Person should be a responsible party of the Client for which the work was performed, and have comprehensive knowledge about the project and the Bidder's/Proposer's role and responsibilities within the project.

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-14

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

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

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

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

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

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

COMPANY/FIRM: _____

Full Name (Print)

Title

Signature

Date

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the accepted Proposer's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The accepted Proposer shall submit to the Mount Holly Municipal Utilities Authority (Owner), after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the Bidder/Proposer is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the Owner to be completed by the Bidder/Proposer in accordance with N.J.A.C. 17:27-4.

The accepted Proposer may obtain the Affirmative Action Employee Information Report (AA302) from the Owner unit during normal business hours.

The accepted Proposer must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Owner copy is submitted to the Owner, and the Bidder/Proposer copy is retained by the Bidder/Proposer.

The undersigned Proposer certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Proposer further understands that his/her bid/proposal shall be rejected as non-responsive if said Proposer fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY/FIRM: _____

Full Name (Print)

Title

Signature

Date

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information	Give Form to the requester. Do not send to IRS
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Print or type. See Specific Information on page 3.	1 Name (as shown on your income tax return). Name is required on this line: do not leave this line blank.	
	2 Business names/disregarded entity name, if different from above.	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, State and ZIP Code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">-</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> <td style="text-align: center;">[]</td> </tr> </table>	Social security number									[]	[]	[]	-	[]	[]	-	[]	[]	or									Employer identification number									[]	[]	-	[]	[]	[]	[]	[]	[]
Social security number																																														
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or																																														
Employer identification number																																														
[]	[]	-	[]	[]	[]	[]	[]	[]																																						
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.																																														

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ►	Date ►
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-ZO.27**

STATE OF: _____)

SS

COUNTY OF: _____)

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

I am _____, in the firm of _____ the Proposer making the Proposal to **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for work under **Contract No. 2020-14** and that I executed the said Proposal with full authority to do so; that said accepted Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that the accepted Proposer is solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Mount Holly Municipal Utilities Authority (Owner) 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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Signature

(Type or print name of affiant under signature)

Subscribed and Sworn to before me this ____ day of _____, 2020

Notary Public of:

My Commission Expires:

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

THIS FORM OR ITS PERMITTED FACSIMILE MUST BE SUBMITTED TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY NO LATER THAN 10 DAYS PRIOR TO THE AWARD OF THE CONTRACT.

Part I – Proposer Firm Information

Firm Name:			
Address:	City:	State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ Signature	_____ Printed Name	_____ Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the Mount Holly Municipal Utilities Authority.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Vendor Name:			
Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Burlington
State: Governor, and Legislative Leadership Committees
Legislative District #s: 7, 8, 9, & 30 (State Senator and two members of the General Assembly per district.)
County: Freeholders County Clerk Sheriff Surrogate

Municipalities - Mayor and members of governing body regardless of title:	Boards of Education - Members of the Board:	Fire Districts - Board of Fire Commissioners:
Eastampton Township Hainesport Township Lumberton Township Moorestown Township Mount Holly Township Westampton Township	Eastampton Township Hainesport Township Lumberton Township Moorestown Township Mount Holly Township Westampton Township	Eastampton Township Fire District No. 1 Moorestown Township Fire District No. 1 Moorestown Township Fire District No. 2 Mount Holly Township Fire District No. 1

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Proposer: _____

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid/proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders/Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bid/proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder/Proposer listed above nor any of the Bidder's/Proposer's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.
- ☐ I am unable to certify as above because the Bidder/Proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the Bidding/Proposing person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. ADDITIONAL ENTRIES CAN BE ADDED ON ANOTHER SHEET IF REQUIRED AS PART ON THIS DISCLOSURE.

Name: _____ Relationship to Bidder/Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number _____

Name: _____ Relationship to Bidder/Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number _____

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 Mount Holly Municipal Utilities Authority (OWNER) and State of New Jersey 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 the Owner or State to notify the Owner or State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 Owner or State, permitting the Owner or State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____ Signature: _____

Do not enter PIN as a signature

Title: _____ Date: _____

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2020-14

THIS AGREEMENT, made and executed at the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, this _____ day of _____, 2020, by and between the Mount Holly Municipal Utilities Authority, hereinafter called the OWNER and

a Corporation of _____ hereinafter called the "Contractor".

WITNESSETH That the said Contractor has agreed and by these presents does agree with the Owner for the prices stipulated in and proposal herein contained or hereunto annexed and under the penalty expressed in bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools and appliances and shall execute, construct and furnish and test in expeditious and workmanlike manner, the

SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT

The Contractor shall proceed with the work in a prompt and diligent manner and shall perform the work at such times and in such order as the Owner may direct. Further, it shall complete the work in accordance with the specifications and contract documents to the satisfaction of the Owner and within the time required by the Owner.

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner, it is necessary or expedient for the Owner to do so. If the Contractor is delayed in the completion of the work by such deferral or suspension or by strikes, lock outs, fire, delay of common carriers, unavoidable casualties, delays caused by other contractors, subcontractors or suppliers or for any other reason outside of the control of the Owner, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the Owner. No such extension shall be made for any of such delays unless within ten days after the beginning of such delay, a written request for additional time is filed by the Contractor with the Owner. In case of a continuing cause of delay, only one request shall be necessary.

Nothing herein shall limit the Contractor's remedy for the Owner's negligence, bad faith, active interference, tortious conduct or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under this contract. In such cases, the Contractor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred as a result of such action by the Owner. No claim for such damages shall be given unless within ten days after the beginning of such delay, a written request for additional compensation shall be filed with the Owner. In case of a continuing cause of delay, only one request shall be necessary. The Contractor shall provide the Owner with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive the prices stipulated in the Proposal contained herein or annexed hereto, as full compensation for delivering and furnishing all services and materials and in all respects completing the work specified herein and for fully complying with the terms and conditions of this Contract.

The status of the Contractor in the work to be performed under the Contract is that of an independent contractor and not as an employee of the Owner. As such, the work, in every respect, from the execution of the Contract and during progress of the work thereunder, and until final acceptance, shall be under the charge and in care of the Contractor and at its risk. The Contractor shall properly safeguard against any or all injury to the public, public and private property, materials and things, and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of the work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent.

The Contractor shall keep the Owner free and discharged of any and all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any

or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, county or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder.

The Contractor shall indemnify and save harmless the Owner any and all of its respective officers, agents and employees from all liability or suits or actions at law or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the Contract, the plans and specifications or State statutes or local ordinances or any rules and regulations, or the claims of any subcontractors or materialmen, and the Contractor shall, if required by the Owner, produce evidence of settlement of any such action before final payment under the Contract shall be made by the Owner.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the Owner as will protect the Owner from contingent liability under this Contract. A copy of such insurance policy or policies shall be filed with the Owner.

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

Any suit brought by either party with respect to this Contract shall be filed only in the Superior Court of New Jersey, Burlington County, regardless of any rule or law involving diversity of citizenship, amount in controversy, residence of a party or venue.

No contract shall be entered into by the Owner unless the Contractor provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with the following schedule:

- (a) In response to a request for bids or a request for proposals, at the time a bid/proposal is submitted; or
- (b) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the Owner may waive this requirement with a business registration previously provided to the Owner.

A subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Owner. No contract with a subcontractor shall be entered into by the Contractor under any contract with the Owner unless the subcontractor first provides proof of valid business registration. The Contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

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 before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

For the term of this contract, a Contractor or a Contractor with a subcontractor that enters into a contract with the Owner, and each of the affiliates of the Contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 Owner's Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner's Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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 Owner, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- ✓ Letter of Federal Affirmative Action Plan Approval
- ✓ Certificate of Employee Information Report
- ✓ Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and Owner shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

For MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

OWNER:

Attest: _____
Brandy C. Boyington, Secretary

By: _____
Jules K. Thiessen, Chairman

(SEAL)

FOR THE CONTRACTOR:

Date:

Contracting Firm

Attest: _____

By: _____
Principal of Contracting Firm

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT # 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2020, before me personally came and appeared **Jules K. Thiessen**, to me known, who being by duly sworn, did depose and say that he is **Chairman of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; that he knows the seal of said AUTHORITY; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the said AUTHORITY, and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF AUTHORITY SECRETARY

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2020, before me personally came and appeared **Brandy C. Boyington**, to me known to be the **Board Secretary of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; s/he acknowledged to me that s/he executed the same as and for the act and deed of said AUTHORITY.

Notary Public

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT # 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____

:SS

COUNTY OF _____

On this _____ day of _____, 2020, before me personally came and appeared, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

On this _____ day of _____, 2020, before me personally came and appeared _____ to me known to be one of the members of the firm of _____, described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed same as and for the act and deed of said firm.

Notary Public

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT # 2020-14

**SUPPLY AND DELIVERY OF THREE (3) WHIPPS, INC. 900 SERIES STAINLESS WATER CONTROL STEEL SLIDE
GATES, APPURTENANCES AND MANUAL CRANK-OPERATED GEARBOX OR EQUIVALENT**

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

:SS

COUNTY OF _____

On this _____ day of _____, 2020, before me personally came and appeared
_____, to me known to be the person described in and who executed the foregoing
instrument and acknowledged to me that he/she executed the same.

Notary Public

(SEAL)