

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

**REQUEST FOR SEALED BIDS
FOR GOODS AND SERVICES CONTRACT**

Contract No. 2019-22

**REMOVAL OF PRESSED SEWAGE SLUDGE,
GRIT AND SCREEN RESIDUALS AND TRASH**

BID DATE AND TIME:

**Thursday, December 12, 2019
at 10:00 a.m., prevailing time**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by The Mount Holly Municipal Utilities Authority at its offices at 1 Park Drive, Mount Holly, New Jersey 08060 on:

Thursday, December 12, 2019 at 10:00 a.m., prevailing time

for the following goods or services:

Contract No. 2019-22 REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

The work includes the furnishing of all labor, materials and equipment necessary or required to complete all work set forth in **Section: XV "SPECIFICATIONS"** of this specification.

A complete description of the goods and services to be provided under this bid specification, as well as estimated quantities, is contained in the bid documents. Any interested bidder may obtain a complete copy of the bid documents during regular office hours (8:30 a.m. to 4:00 p.m., Monday through Friday) from the administrative office of the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, 08060 or by downloading a copy from the "For the Public" tab - "Public Notices" dropdown on the Authority's website www.mhmua.com.

Signed and sealed bid submittals, one (1) bound original hard copy of original submittal, one (1) unbound copy of original submittal and bid security must be made on the standard bid form in the manner designated in the bid documents, must be enclosed in a sealed envelope bearing the name and address of the bidder 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 **on or before Thursday, December 12, 2019 at 10:00 a.m., prevailing time.** Late bids submittals will not be accepted or considered. The Authority assumes no responsibilities for bid submittals mailed or misdirected in delivery.

All properly sealed bid submittals will be publicly opened, announced and recorded on **Thursday, December 12, 2019 at 10:00 a.m., prevailing time** in the Authority's conference room located at 37 Washington Street Mount Holly, New Jersey.

Signed bid submittals, must be accompanied by Certified Check, Bid Bond or Cashier's Check drawn to the order of the Mount Holly Municipal Utilities Authority for ten percent (10%) of the total amount bid, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance and Maintenance Bond upon the award of contract.

The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three apparent lowest responsible bidders. All other bid securities will be returned within three days after awarding and signing of the contract and approval of the Contractor's Performance Bond, Saturdays, Sundays, and Holidays excluded.

All price quotations and contracts shall be subject to the provisions of P.L.1977, c.33 requiring submission of a statement of corporate ownership, the provisions of P.L.1975, c.127 concerning equal employment opportunity and affirmative action and the provisions of N.J.S.A. 52:32-44 requiring New Jersey Business Registration and the collection of use taxes. This contract is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq. Bidders are required to comply with the provisions of NJ.S.A. 10:5-31 et seq. and NJ.A.C. 17:27, Affirmative Action Regulations.

Sealed bids for this project are being solicited through a fair and open process in accordance with NJ.S.A. 19:44A-20.5 et seq.

The Authority reserves the right to reject any or all bid submittals in whole or in part, and to waive any immaterial defect or informality in any bid submittal or to make awards to such bidder or bidders who, in the judgment of the Authority is the lowest responsible bidder as may be permitted by law.

Robert G. Maybury, Jr., Executive Director

I. INSTRUCTIONS TO BIDDERS

SUBMISSION OF BIDS

A. Sealed bids shall be received by the Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060-0486, hereinafter referred to as "OWNER," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Official Request for Bid packages are available by downloading a copy from the "For the Public" tab - "Public Notices" dropdown on the Owner's website www.mhmua.com at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Owner is not responsible for third party supplied documents.

B. Sealed bids shall be publicly opened, announced and recorded on **Thursday, December 12, 2019 at 10:00 a.m. prevailing time** as stated in the Notice to Bidders, and at Owner's conference room located at 37 Washington Street Mount Holly, New Jersey.

C. Signed and sealed bid submittals must addressed to the Owner and include one (1) bound hard copy of original submittal, one (1) unbound copy of original submittal, and include bid security when requested and presented on the standard bid form in the manner designated in the bid documents.

- Signed and sealed bid submittals must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name and number of the contract identified on the outside and received by the Owner on or before **Thursday, December 12, 2019 at 10:00 a.m. prevailing time.**

D. It is the Bidder's responsibility to present bids to the Owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or overnight mail or misdirected in delivery. Late bid submittals will not be accepted or considered. Bids sent by express mail or delivery service must either:

- 1) Include the designation in sub-section C, above on the outside of the express mail or service envelope; or
- 2) Must be in a separate envelope inside the delivery envelope and the envelope marked as required above.

Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual requesting the withdrawal of the sealed bids is or represents the principal or principals involved in the bid and has the authority to request a withdrawal of the sealed bids. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the Owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Contractor, F.O.B. destination and placement at locations specified by the Owner, including placement for inside deliveries if so specified or required by the Owner. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the Contractor's and/or supplier's convenience.

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

I. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

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

J. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

K. Pay-to-Play Disclosure - Business entities are advised of their 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. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

L. The successful Bidder shall guarantee any or all materials and services supplied under these specifications.

M. The Owner is exempt from any local, state or federal sales, use or excise tax. 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

N. Estimated quantities are merely estimates and are given solely for the purpose of providing a uniform basis for comparison of bids. The Owner has attempted to identify the items and the estimated amounts of each item required by these specifications. However, the amount may be significantly different than that estimated for bidding. The Owner shall have the right to decrease or increase the quantities indicated in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED. The Contractor shall only be paid the unit prices for the quantities of services actually provided to the Owner under this contract.

O. The Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require or issue same. The cost of obtaining all necessary permits shall be included in the bid price.

P. Any explanation desired by Bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation will be in written form and will be furnished to all Bidders. Any addendum to the specifications or drawings and will be furnished to all Bidders. In all cases, the receipt by the Bidder shall be acknowledged by inclusion of such interpretations or addendums with their sealed bid.

Q. Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

R. Bidders shall submit with their bid a statement of facts in detail as to previous experience in performing similar or comparable work, and of the business and technical organization, financial resources, equipment and facilities available to be used in performing the contemplated work.

II. BID SECURITY

☒ A. BID GUARANTY

*(Failure to submit this with the **sealed bid** shall be cause for rejection of the bid submittal.)*

The Bidder shall submit with the sealed bid a certified check, cashier's check or Bid Bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain a Power of Attorney for full amount of the Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the successful Bidder to whom the contract is awarded shall be retained until a contract is executed and the required Performance Bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

☒ B. CONSENT OF SURETY

*(Failure to submit this with the **sealed bid** shall be cause for rejection of the bid submittal.)*

The Bidder shall submit with the sealed bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating

that it will provide the Bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the successful Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety Company on behalf of the Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

✓ **C. PERFORMANCE BOND**

*(Failure to deliver this with the **executed contract** shall be cause for declaring the contract null and void.)*

The successful Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

✓ **D. LABOR AND MATERIAL (PAYMENT) BOND**

The successful Bidder shall with the delivery of the Performance Bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the Performance Bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND - NOT APPLICABLE TO THIS SPECIFIC BID SPECIFICATION

III. INTERPRETATION AND ADDENDA

A. The Bidder understands and agrees that its sealed bid is submitted on the basis of the specifications prepared by the Owner. The Bidder accepts the obligation to become familiar with these specifications.

B. The Bidder is expected to examine the specifications and related documents with care and observe all requirements contained therein. Ambiguities, errors or omissions noted by Bidders should be reported in writing to the Owner. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Owner no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the Owner or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the owner of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the specifications and the Bidder's submitted bid.

C. No oral interpretation of the meaning of the specifications will be made to any Bidder. Every request for an interpretation shall be in writing, addressed to the Owner's representative stipulated in the specification. In order to be given consideration, written requests for interpretation must be received at least three (3) business days prior to the date fixed for the opening of the sealed bid for goods and services.

D. Any interpretations clarifications and any supplemental instructions by the Owner will be in writing, will be distributed to all known prospective Bidders using the attached ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, ADDITIONS, CORRECTIONS, DELETIONS, INTERPRETATIONS, SUPPLEMENTAL INFORMATION FORM, shall become part of the specifications and bid documents, and shall be acknowledged by the Bidder in the bid submittal.

All **addenda** so issued by the Owner will be in writing, will be distributed to all known prospective Bidders in accordance with N.J.S.A. 40A:11-23 using the attached ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, ADDITIONS, CORRECTIONS, DELETIONS, INTERPRETATIONS, SUPPLEMENTAL INFORMATION FORM, and shall become part of the specifications and bid documents, and shall be acknowledged by the Bidder in the bid submittal.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from the Owner's QPA, Anthony G. Stagliano, Sr. – staglianoa@mhmu.com. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

In all cases, Owner's interpretations, supplemental instructions, corrections or addenda to the bid documents shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

E. Pre-Bid Conference

XX A PRE-BID CONFERENCE WILL NOT BE HELD.

☐ A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (✓) shall include but are not limited to the following coverages.

The successful Bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

✓ A. Insurance Requirements

*(Failure to deliver the properly executed and valid Certificates of Insurance naming the Owner as an Additional Insured with the **executed contract** shall be cause for declaring the contract null and void.)*

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 pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

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.

4. Pollution Liability Insurance

This insurance shall be maintained in force during the life of the contract by the Contractor with limits of not less than \$5,000,000.00 liability/umbrella to include coverage concerning spills and erroneous delivery as required by USDOT, \$2,000,000 per pollution incident/\$3,000,000 annual aggregate. This insurance shall provide coverage for bodily injury, including death; loss of damage to property, including loss of use of damaged property or of property that has been physically injured; cleanup and monitoring costs and expenses incurred in the investigation, defense or settlement of claims.

✓ **B. Certificates of the Required Insurance**

*(Failure to deliver the properly executed and valid Certificates of Insurance naming the Owner as an Additional Insured with the **executed contract** shall be cause for declaring the contract null and void.)*

Certificates of Insurance for those policies required above shall be submitted 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.

✓ **C. Indemnification**

*(Failure to deliver the properly executed and valid Certificates of Insurance naming the Owner as an Additional Insured with the **executed contract** shall be cause for declaring the contract null and void.)*

The Contractor will indemnify and hold harmless the Owner, its officers, agents, servants, and employees 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:

- a) Negligent acts or omissions on the part of the Contractor, the Contract's agents, servants or subcontractors in the delivery of goods, or services, or in the performance of the work under this contract; and
- a) The use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The Contractor shall take out and maintain during the life of this contract the various types and amounts of insurance as required to protect the Contractor, the Owner and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract, from whatsoever source or cause. All insurance required by this contract shall name the Owner as an additional insured.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The Owner is exempt from any local, state or federal sales, use or excise tax. The Owner will not pay for N.J. State Sales and Use Tax included in any invoices.

B. Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

D. The Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the Owner opts to extend terms and conditions of the contract, the Contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

✓ A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the Affirmative Action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned Affirmative Action program. A copy of the approval letter must be provided by the vendor to the Owner and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Owner. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations of compliance with the regulations

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the Contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

✓ C. AMERICANS WITH DISABILITIES ACT OF 1990 ACKNOWLEDGEMENT

(Failure to deliver this with the executed contract could be cause for declaring the contract null and void.)

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the Contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The Contractor is obligated to comply with the Act and to 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 Contractor under the contract.

☒ D. STATEMENT OF OWNERSHIP

(Failure to deliver this with the sealed bid could be cause for rejection of the bid submittal.)

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

☒ E. PROOF OF BUSINESS REGISTRATION

(Failure to deliver this with the sealed bid could be cause for rejection of the bid submittal.)

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

Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business

registration to the Bidder, who in turn, shall provide it to the 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 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.

☒ F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Failure to deliver this with the sealed bid could be cause for rejection of the bid submittal.)

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

H. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

☒ I. NON-COLLUSION AFFIDAVIT

Failure to submit shall result in rejection of the bid as it cannot be remedied after bids have been opened.

The Affidavit shall be properly executed and submitted with the bid proposal.

J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

K. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the Owner may terminate

the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the Contractor and subcontractor then be required to continue the work to completion or otherwise. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 2:60- 6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful Contractor shall submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ M. EQUIPMENT CERTIFICATION

(Failure to deliver this with the sealed bid could be cause for rejection of the bid submittal.)

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20)

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible Bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible Bidder submitting the lowest net bid.
- D. The Owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the Owner to the successful Bidder. Terms of the specifications/bid package prevail. The Bidder exceptions must be formally accepted by the Owner; material exceptions shall not be approved.
- F. The successful Bidder/respondent shall complete W-9 Form and submit to the Owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

IX. CAUSES FOR REJECTING BIDS

The Owner may reject any or all bids for any of the following reasons:

- 1. The lowest bid substantially exceeds the cost estimates for the goods or services;
- 2. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- 3. The Board (governing body) of the Owner decides to abandon the project for provision or performance of the goods or services;
- 4. The Owner wants to substantially revise the specifications for the goods or services;
- 5. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
- 6. The Board of the Owner decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12);
- 7. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- 8. Multiple bids from an agent representing competing bidders;
- 9. The bid is inappropriately unbalanced;
- 10. The Bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

11. If the successful Bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the Contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor and the Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the Contractor is determined.
- C. The Contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the Contractor, the Owner may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The Contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.
- H. The Owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the Contractor.
- I. The Contractor shall maintain all documentation related to products, transactions or services under this contract 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.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Bidder awarded the contract (Contractor) hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another Contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Owner by notice to the parties.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The Owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Owner to pay additional fees.

XII. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the Contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The Contractor, by execution of the contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the Contractor for the purpose of assisting the Contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting contract.

The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the Owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The Owner, the Contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

XIII. DELAYS AND EXTENSION OF TIME FOR COMPLETION

- A. 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.
- B. 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.

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

The Contractor shall submit to the 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; or

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

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

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT C
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.

XIV. SPECIFICATIONS

The specifications for the **REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH** to be provided under this contract ***follow on succeeding pages.***

All containers are to be supplied by the Contractor to include bows to support rollback tarps for containers.

A. Definitions:

Authority/Owner - The Mount Holly Municipal Utilities Authority

BCRRF – The Burlington County Resource Recovery Facility located at 1200 Florence-Columbus Road, Mansfield Township, New Jersey

Grit & Screenings – Rags, large debris, and inorganic materials, such as sand and grit removed from the wastewater

MAWTF – The Authority's Maple Avenue Wastewater Treatment Facility located at 26 Maple Avenue, Lumberton, New Jersey 08048

Pressed Sewage Sludge - Sewage sludge which has been processed through the belt filter press and which contains approximately 20%-30% solids.

RRWTF - The Authority's Rancocas Road Wastewater Treatment Facility located at 300 Rancocas Road, Mount Holly, New Jersey 08060

Trash – Discarded matter, materials and refuse

Note:

This bid is for removal and transportation only and should not include any tipping fee, since the Authority will pay the tipping fee directly to the BCRRF.

B. Services to be provided:

**This services required in this specification and the subsequent contract award
SHALL NOT BE DIVIDED.**

1. Removal of pressed sludge, grit and screen residuals and trash to the BCRRF:

- a. **Pressed Sewage Sludge Removal** - Removal of approximately **7,000 wet tons** of pressed sludge from the Authority's RRTF in 30-yard tarped containers.
 - i. Estimate one (1) container per day with transportation to the BCRRF
- b. **Grit & Screenings:**
 - i. RRTF - Removal of approximately **26 grit and screen** residual containers in 20-yard tarped containers
 1. Estimate one (1) container every two (2) weeks with transportation to the BCRRF
 - ii. MATF - Removal of approximately **17 grit and screen** residual containers in 10-yard tarped containers
 1. Estimate one (1) container every three (3) weeks with transportation to the BCRRF
- c. **Trash** - Removal of approximately **12 trash containers** from the Authority's RRTF in 20-yard tarped containers with transportation to the BCRRF

C. Collection Schedule:

Removal and disposal days are Monday through Friday between the hours of 7:00 AM and 4:00 PM, except for the holidays listed below. The successful bidder may request the removal and disposal day to be changed with approval of the Owner and the disposal site(s) as a result of holidays, climate conditions, emergencies or other circumstances that may prevent routine removal and disposal. Exempt holidays are:

New Year's Day	Martin Luther King, Jr. Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day	

D. Vehicles and Equipment:

All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained to reduce unnecessary noise, spillage and odor. The Owner shall have the right to inspect all vehicles, at any time, during the term of this contract. The successful bidder shall comply with all reasonable requests relative to the maintenance and repair of vehicles and other equipment used in the execution of the contract. All containers shall be equipped with water-tight seals, an operable cargo container cover, broom and shovel.

The Owner may order any of the Contractor's vehicles used in the performance of the contract "out of service" if the vehicle is not maintained in accordance with the requirements of this contract. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Owner.

All vehicles and equipment which the bidder intends to use to fulfill this contract shall be listed on the Equipment Certification. **COPIES OF NJDEP VEHICLE REGISTRATION CERTIFICATES FOR ALL VEHICLES WHICH THE BIDDER INTENDS TO USE TO FULFILL THIS CONTRACT SHALL BE SUBMITTED WITH THIS BID.**

E. Failure to Collect:

The Contractor shall report to the Owner, within one (1) hour of the start of the removal and disposal day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect no later than the next regularly scheduled collection day, but no later than 48 hours of the cancelled collection day. In such cases, the Contractor may, at the request of and at no additional cost to the Owner, be required to provide additional empty containers to allow continuity of the Owner's operations until such time as the required number of available "usable" containers is achieved.

F. Complaints:

The Contractor shall promptly and properly attend to all complaints, notices, directives and orders of the Owner within twenty-four (24) hours of receipt. The Contractor shall maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint Log shall be available for inspection by the Owner upon request or within 3 days of completion of corrective actions taken by the Contractor to correct any complaints the Contractor shall supply in writing to the Owner a record of the complaint and the corrective actions taken.

G. Invoice and Payment Procedure:

The Contractor shall submit all invoices for collection and disposal services in accordance with the requirements of this section.

Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as required in these specifications, the Contractor will submit an invoice to the Owner for the preceding calendar month (the "Billing Month"). Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Owner for reimbursement.

The Owner shall pay all invoices within 45 days of receipt. The Owner will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Owner shall have 45 days from the date of receipt of the corrected invoice to make payment.

Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material removed and disposed of each day during the billing month. The tonnage for which the Owner shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

The Contractor shall submit an invoice setting forth the costs of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Owner shall reimburse the Contractor for the actual quantity or waste disposed of based on the monthly submission of certified receipts from the Disposal Facility.

The monthly invoices shall specify/include:

- The number and type of New Jersey Department of Environmental Protection Division of Solid and Hazardous Waste Uniform Bid Specifications vehicles used for collection;
- The number of cubic yards and the tonnage of the material disposed of each day during the billing month; and
- Monthly receipts issued by the disposal facility showing the:
 - Amount of the invoice;
 - Origin of the waste;
 - Truck license plate number;
 - Total quantity and weight of the waste; and
 - Authorized tipping rate plus all taxes and surcharges.

Where the Owner will pay the costs of disposal, the disposal facility shall bill the Owner directly for all costs (including taxes and surcharges).

H. Competence of Employees:

The Contractor's employees must be competent in their work. If in the opinion of the Owner any person employed by the Contractor appears incompetent or disorderly, the Owner shall notify the Contractor and specify how the employee is incompetent or disorderly. Upon receipt of notification, the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the Contractor's employment pursuant to the contract must possess a valid New Jersey driver's license and Commercial Drivers License for the type of vehicle operated.

I. Supervision of Employees:

The Contractor shall employ a Superintendent, Foreman or other contact who shall have full authority to act for the Contractor. The Contractor shall notify the Owner, in writing (name and contact number required) that the aforementioned has been appointed prior to beginning performance of the contract. The Contractor shall promptly notify the Owner in writing, of any changes and provide the name and contact number for the appointed individual.

J. Governmental Regulations:

All containers shall be removed and their contents disposed of in accordance with all federal, state, county and local laws and regulations. All bidders must be licensed by all applicable governmental entities to engage in the business of removal and transportation of the materials that are the subject of this bid. **COPIES OF THE BIDDER'S GOVERNMENTAL LICENSES, CERTIFICATES, REGISTRATIONS OR OTHER APPROVALS MUST BE SUBMITTED WITH THE BID.**

K. Award of Contract:

The Owner reserves the right to award this contract on the basis of bids received for the term as outlined on the Bid Proposal sheet contained within this specification, on the basis of the lowest bid received for each item, or the lowest bid received for the contract in total, whichever may be in the best interest of, and as determined solely by the Owner.

CHECKLIST
CONTRACT: 2019-22

REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

SUBMISSION DATE: Thursday, December 12, 2019 by no later than 10:00 A.M. prevailing time

Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J .S.A. 40A:l1-23 .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 sealed bids.</i>	Initial each required entry and if required submit the item
X	Bid Proposal Forms	
X	Bidder Affidavit	
X	Statement of Liquidated Damages	
X	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
X	Return of Bid Security	
X	Statement of Ownership Disclosure Certification	
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 Certification	
X	Bidder's Qualifications	
X	Bidder's Equipment Certification	
X	Bidder's Project Client Reference	
X	Americans with Disabilities Act of 1990 Language Acknowledgement	
X	W-9 Form	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms	
X	Disclosure of Investment Activities in IRAN	
Required by OWNER	<i>The following items, as indicated below✓, shall be provided with the receipt of Executed Contracts.</i>	Initial each required entry and if required
✓	Contract Documents	
✓	Performance & Labor Bond	
✓	Required Insurance Documentation Workers Compensation, Certificates of Insurance, Indemnification, General, Automobile, Pollution Liability, etc.)	
✓	Mandatory Affirmative Action Certification	
✓	Americans with Disabilities Act of 1990 Language Acknowledgement	

BID PROPOSAL

Contract 2019-22

REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

The undersigned bidder 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 of Prices is based on estimated quantities. Unit prices, if requested, will control in the awarding of the contract, and payment will be made only for the actual quantity of authorized work done under each scheduled item. Otherwise, if no unit prices are requested, the Total Price for the work will control in the awarding of the Contract.

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. In case of discrepancy, the written price shall govern over the price stated in figures.
2. If unit prices are requested and it is found that the written total price for the entire contract is incorrectly computed, then changes will be made in the total price so as to attain conformity with the unit prices before the contract is executed.

The unit prices include delivery to the place designated for delivery in the specifications.

Attached to this Bid Proposal is the completed Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit and the bid security (cashier's check, certified check, or bid bond) made payable to the order of the Mount Holly Municipal Utilities Authority.

Bidders shall provide the information below to which all formal notices are to be sent:

Name:		Title:	
Business Address:			
Contact Numbers:	Office:	Cell:	
	Cell:	Email:	

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 bid proposal sheet

BID PROPOSAL SHEET - Contract 2019-22
REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH
BID OPTION 1 - 5

BID OPTION #1 – JANUARY 1, 2020 – DECEMBER 31, 2020 - To BCRRF from RRTF & MATF:

RRTF - Pressed Sludge	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Trash	Unit price in words/Container	
	Unit price in numbers/Container	
MATF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
ANNUAL TOTAL PRICE IN WORDS		
ANNUAL TOTAL PRICE IN NUMBERS		

BID OPTION #2 – JANUARY 1, 2021 – DECEMBER 31, 2021 - To BCRRF from RRTF & MATF:

RRTF - Pressed Sludge	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Trash	Unit price in words/Container	
	Unit price in numbers/Container	
MATF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
ANNUAL TOTAL PRICE IN WORDS		
ANNUAL TOTAL PRICE IN NUMBERS		

BID OPTION #3 – JANUARY 1, 2022 – DECEMBER 31, 2022 - To BCRRF from RRTF & MATF:

RRTF - Pressed Sludge	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Trash	Unit price in words/Container	
	Unit price in numbers/Container	
MATF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
ANNUAL TOTAL PRICE IN WORDS		
ANNUAL TOTAL PRICE IN NUMBERS		

BID OPTION #4 – JANUARY 1, 2023 – DECEMBER 31, 2023 - To BCRRF from RRTF & MATF:

RRTF - Pressed Sludge	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Trash	Unit price in words/Container	
	Unit price in numbers/Container	
MATF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
ANNUAL TOTAL PRICE IN WORDS		
ANNUAL TOTAL PRICE IN NUMBERS		

BID OPTION #5 – JANUARY 1, 2024 – DECEMBER 31, 2024 - To BCRRF from RRTF & MATF:

RRTF - Pressed Sludge	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
RRTF - Trash	Unit price in words/Container	
	Unit price in numbers/Container	
MATF - Grit/Screen Residuals	Unit price in words/Container	
	Unit price in numbers/Container	
ANNUAL TOTAL PRICE IN WORDS		
ANNUAL TOTAL PRICE IN NUMBERS		

All prices include containers supplied by the contractor, tarped and include the required number of bows to support a rollback tarp and include transportation to BCRRF.

BID PROPOSAL SHEET - Contract 2019-22

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 aforesaid quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used may vary. As such, payment will only be made for services ordered and received by the OWNER.

24 HOUR EMERGENCY CONTACT(S) REQUIREMENT: Bidder 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 a day, Saturdays, Sundays and Holidays included.

Name:	Contact No.:
Name:	Contact No.:
Name:	Contact No.:

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

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

BIDDER'S AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

_____, being duly sworn, deposes and says that he/she resides at
_____, and that he is the
_____ of _____
(Title)

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid 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 _____, 2019

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

STATEMENT OF LIQUIDATED DAMAGES

The undersigned hereby agrees to complete all work contained within this specification from the date of notice to begin work, which will be forwarded to the Contractor by the Owner. The Contractor further agrees that the Owner may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated in the Bid Proposal for each and every calendar day (Sundays and legal holidays excepted) that the completion of the work may be delayed beyond the time stipulated within. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the Owner due to such delay for extra costs resulting from Contractor's failure to perform, Contractor's equipment failure, or other expenses.

Upon request by the Owner, the Contractor will be expected to amplify the statements contained herein as necessary to satisfy the Owner concerning the Contractor's ability to successfully perform the work in a satisfactory manner.

The undersigned Bidder submitting this sealed bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the Owner's officials or employees of said Owner is interested directly or indirectly in the bid or in any portion of the bid, nor in the contract or in any part of the contract which may be awarded the undersigned on the basis of such bid.

Signed this ____ day of _____, 2019

Bidder

Full Name (Print)

Title

(SEAL)
(Required if Bidder is a Corporation)

Signature of Individual, Partner or Officer
Signing the Proposal

Date

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

To: **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**
(Owner)

Re: _____
(Contractor)

Project Description:

CONTRACT: 2019-22

This is to certify that the _____ will provide to the
(Surety Company)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY a performance bond in the full amount of the awarded contract
(Owner)

in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

RECEIPT FOR RETURN OF BID SECURITY

If bid security is returned at bid meeting, bidder or his representative must sign receipt below:

TO: **THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

PROJECT: **CONTRACT # 2019-22**

REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

I hereby acknowledge return of bid security submitted this date for the project noted above.

BIDDER

DATE

BY

Bid Security Returned: () Certified Check No.: _____
 () Bid Bond: _____
 () Cashier's Check No.: _____
 In the Amount of: \$ _____

All other bid securities will, at the appropriate time, will be returned by CERTIFIED MAIL.

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2019-22

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 bid and proposal submissions.

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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 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 Mount Holly Municipal Utilities Authority to notify the Mount Holly Municipal Utilities Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Mount Holly Municipal Utilities Authority 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: 2019-22

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, ADDITIONS, CORRECTIONS, DELETIONS,
INTERPRETATIONS, SUPPLEMENTAL INFORMATION FORM**

Addenda, Additions, Corrections, Deletions, Interpretations, Supplemental Information Number	Dated	Bidder to Acknowledge Receipt (Initials)

I, _____ of the firm _____
hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this bid submittal.

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

**☐ NO ADDENDA ADDITIONS, CORRECTIONS, DELETIONS, INTERPRETATIONS, SUPPLEMENTAL
INFORMATION RECEIVED**

I, _____ of the firm _____
hereby acknowledge that to the best of my knowledge, I/WE were not notified or informed of, or received any
documentation of addenda, additions, corrections, deletions, interpretations or supplemental information.

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

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 _____ of the firm of
(title, position, etc.)

_____ the Bidder making the submission to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT: 2019-22**, 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:

SIGNATURE (Type or Print)

NAME (Type or print)

TITLE (Type or print)

Subscribed and sworn to before me this day this ____ day of _____, 2019

Notary Public of

My Commission expires: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

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 Contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the 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:	1090907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112825353	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 320 TRENTON, NJ 08646-0320
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM BR(C)08-3(1)		This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER CERTIFICATION

STATE OF _____

CONTRACT NO. 2019-22

COUNTY OF _____

: ss.

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 submitting the Proposal for the above named work; that I executed the Proposal with full authority to do so; that said bidder at the time of making of this bid, (as applicable, insert "is" or "is not") _____ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in the Proposal and in this affidavit are true and correct, and made with the full knowledge that Local Unit 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 bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, the Local Unit shall be immediately so notified by the undersigned.

The undersigned understands that a contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey if the Contractor, 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 _____, 2019

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22
BIDDER'S OUALIFICATIONS

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address.)

NAME	BUSINESS	ADDRESS	CONTACT INFO

Bidder's Name, Address, Telephone Number and DUNS Number:

NAME	ADDRESS	CONTACT INFO	DUNS #

The projects listed below have been completed by the bidder or persons to be in responsible charge of this project.

REFERENCES

Date of Completion	Owner	Location	Engineer

CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Bidder:

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2022-19
BIDDER'S EQUIPMENT CERTIFICATION

The undersigned certifies that it owns, lease or controls the following equipment that is necessary to complete the work required by the Contract Documents:

[illegible]

A. The undersigned certifies that the above equipment is all of the equipment that will be necessary to complete the work required by the Contract Documents.

Bidder: _____

By: _____

Type or print name and title: _____

Date: _____

OR

B. The undersigned certifies that in addition to the above equipment, the following equipment is available to the undersigned from the following sources and will be obtained by the undersigned to complete the work required by the Contract Documents.

List Equipment from other sources:

Source 1				
Equipment	Source	Make	Model	Year

The undersigned certifies that it owns, lease or controls the above equipment and has definitely granted the Contractor the control of the equipment required during such time as is necessary to complete the work required by the Contract Documents:

Signature of Source Provider: _____

Title: _____

Bidder: _____

Type or print name and title: _____

Date: _____

Source 2				
Equipment	Source	Make	Model	Year

The undersigned certifies that it owns, lease or controls the above equipment and has definitely granted the Contractor the control of the equipment required during such time as is necessary to complete the work required by the Contract Documents:

Signature of Source Provider: _____

Title: _____

Bidder: _____

Type or print name and title: _____

Date: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

BIDDER'S PROJECT CLIENT REFERENCE

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 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 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 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 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 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 Proposer's role and responsibilities within the project.

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

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: 2019-22

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 Contractor'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 Contractor shall submit to the public agency, 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 Contractor 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 public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The Contractor vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

The undersigned Contractor 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 Contractor further understands that his/her bid shall be rejected as non-responsive if said contractor 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: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

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="10" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width: 20%; height: 20px;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;">-</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8px;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Social security number													-							or										Employer identification number													-						
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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 ►
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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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><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></p>
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PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2019-22

**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
bidder making the proposal to **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for work under **Contract
No. 2019-22**, and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges
our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election
Law Enforcement Commission (ELEC) pursuant to NJ.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 business entities are 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
(Name of Owner)

with full knowledge that the 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.

(Also type or print name of affiant under signature)

Subscribed and Sworn to before me this ____ day of _____, 2019

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 LOCAL UNIT
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 local unit.

☐ **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/Offeror: _____

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 or 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 must review this list prior to completing the below certification.

Failure to complete the certification will render a bidder's 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 listed above nor any of the bidder'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 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 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 OF THIS DISCLOSURE.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number _____

Name: _____ Relationship to 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; that the 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 State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 State, permitting the 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: 2019-22**

THIS AGREEMENT, made and executed at the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, this _____ day of _____, 2019, 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

REMOVAL OF PRESSED SEWAGE SLUDGE, GRIT AND SCREEN RESIDUALS AND TRASH

And appurtenances commencing the work within ten (10) days of the Notice of Award

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.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

This Contract is subject to the New Jersey Affirmative Action Statute, N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, N.J.A.C. 17:27-1.1, et seq.

(a) During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Owner's Contracting Officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not

discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The Contractor shall submit to the 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 (electronically provided by the Division and distributed to the Owner through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

(b) When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

1. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its Affirmative Section obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(c) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Owner's Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 975, c. 127;
6. To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor:
 - I. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by the Owner's Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is , acceptable to the Affirmative Action office and provided further, that, if necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.
 - II. If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - III. If, for any reason, said Contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Owner's Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.

(d) The Contractor or subcontractor agrees that nothing contained in (c) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (c) above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(e) The Contractor agrees to complete an Initial Project Workforce Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the Owner may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Affirmative Action office and to the Owner's Compliance Officer. The Contractor agrees to cooperate with the Owner in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

No later than three (3) days after signing a construction contract said bidders or contractors are required to submit to the Owner Compliance Officer and the Affirmative Action Office an initial project workforce table consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-7.

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.

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 # 2019-22

ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2019, 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 _____, 2019, 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 # 2019-22

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____

:SS

COUNTY OF _____

On this _____ day of _____, 2019, 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 _____, 2019, 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 # 2019-22

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2019, 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)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2019-22

PERFORMANCE BOND

BOND NO. _____

Know all men by these presents, that we, the undersigned _____
as principal and _____ as sureties, are hereby held and firmly bound unto
_____ in the penal sum of _____ dollars, for the
payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this ____ day of _____, 2019

The condition of the above obligation is such that whereas, the above named principal did on the ____ day of _____,
2019, enter into a contract with **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**, which said contract, **CONTRACT**
#:2019-22 is made a part of this the bond the same as though set forth herein.

Now, if the said _____ shall well and faithfully do and perform the things agreed by
_____ to be done and performed according to the terms of said
contract, and shall pay all lawful claims of beneficiaries as defined in N.J.S.A. 2A:44-143 for labor performed or materials,
provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used, or consumed in
the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be
for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein;
and shall continue said obligation for two years from the date of completion and acceptance of the work to be performed
under the said contract to guarantee against defects in the work which, in the judgment of the Obligee or its successors or
assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship; then this
obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed
that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said
contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Obligee or any
person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this
Bond, as above provided, may use, for the purposes of the establishment of the claim, a copy of this Bond, duly certified
by the Obligee to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of
this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Obligee shall also include the officers, employees and representatives of said Obligee.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2019

Principal

Attest:

By: _____

Title of Officer

Secretary

(SEAL)

Surety

Address

Attest:

By: _____

Title of Office

Secretary

(SEAL)

CONTRACT (Continued)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2019-22

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2019, before me personally came and appeared _____, to me known, who, being by me duly sworn did depose and say that he resides at _____, that he is the _____ of _____, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said Corporation, and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2019, 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 acknowledge to me that he executed the same as and for the act and deed of said firm.

Notary Public

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2019-22

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

:SS

COUNTY OF _____

On this _____ day of _____, 2019, 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 executed the same.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF _____

:SS

COUNTY OF _____

On this _____ day of _____, 2019, before me personally came _____, to me personally known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of the said Corporation; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

Notary Public

(SEAL)