

THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
1 Park Drive, P.O. Box 486
Mount Holly, New Jersey 08060-0486
Phone: (609) 267-0015 / Fax: (609) 267-5420

**REQUEST FOR SEALED BIDS
FOR GOODS & SERVICES**

CONTRACT No. 2021-16

**SUPPLY AND DELIVERY OF
MAGNESIUM HYDROXIDE - 63%**

BID DATE AND TIME:

Tuesday, September 28, 2021

at 10:00 a.m., prevailing time

NOTICE TO BIDDERS

Notice is hereby given that sealed bid submittals will be received by the Mount Holly Municipal Utilities Authority ("AUTHORITY") at its offices at 1 Park Drive, Mount Holly, New Jersey 08060 on:

Tuesday, September 28, 2021, at 10:00am, prevailing time

For the following goods and services:

CONTRACT 2021-16 SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE – 63%

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 (8:30am to 4:00pm, 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 **Tuesday, September 28, 2021, at 10:00am, 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 **Tuesday, September 28, 2021, at 10:00am, 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 N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, Affirmative Action Regulations.

Sealed bids for this project are being solicited through a fair and open process in accordance with N.J.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.

COVID-19 PUBLIC BIDDING NOTICE

In consideration of the recent concerns expressed by the CDC, WHO, and other health related organizations regarding the COVID DELTA VARIANT, the Mount Holly Municipal Utilities Authority is prohibiting bidders and respondents **from attending upcoming bid openings in person until further notice**.

Because of the current circumstances, during the bid opening process, a bid review and providing of unit prices will not take place at the opening. Instead, this information will be emailed to participating bidders and will also be posted on the Authority's website: www.mhmua.com. **PLEASE PROVIDE THE EMAIL FOR A CONTACT PERSON WHEN SUBMITTING BID PROPOSAL.**

Bidders and respondents are encouraged to **MAIL** in bids and responses. If any must be hand delivered, the Authority has a **drop box** located on the Park Avenue side of its business office located at 1 Park Drive, Mount Holly, NJ 08060.

If you have questions about the meetings or drop-off location, call 609-267-0015.

We thank you for your understanding and cooperation.

Robert G. Maybury, Jr., Executive Director

INSTRUCTIONS TO BIDDERS & STATUTORY REQUIREMENTS

I. BID SUBMISSION

The following Standard Terms and Conditions apply to all contracts, purchase agreements or purchase orders with the Mount Holly Municipal Utilities Authority (hereinafter referred to as "OWNER") unless stated otherwise in this specification. Bidders are hereby notified that all Terms and Conditions contained herein will become a part of any contract(s) awarded or order(s) placed because of this bid specification, fully and to the same extent as if copied at length therein. In the case of a conflict between these general Terms and Conditions and the specific provisions of the bid specification, the bid specification shall control. Failure to comply with each of the below Terms and Conditions, as well as the specific requirements set forth in the bid specification may be grounds for rejection of the bid.

DEFINITIONS

Acceptance with respect to a Bid - The Owner's selection of a Bid, and award of a contract to the Bidder/Seller.

Acceptance with respect to Delivery of Goods and/or Services - The Owner's written acknowledgement that the Contractor or Contractor has satisfactorily provided such Goods and/or Services as required.

Addenda / Addendum or Amendment(s) - A clarification, revision, addition, or deletion to this Invitation for Bid by the Owner which shall become a part of the agreement between the parties.

Bidder - Any potential Contractor submitting a response to this bid specification issued by the Owner.

Contract - The bid specification, including these Standard Terms and Conditions, the response thereto submitted by a bidder and the Owner's Notice of Award.

Contractor or Vendor - The Selected Bidder who is awarded the contract by the Owner.

Owner - The Mount Holly Municipal Utilities Authority

Prevailing Wage Rate - Required for all Owner related Public Works Contracts Owner **exceeding \$2000**.

Selected Bidder/Proposer - The bidder or proposer selected and awarded a contract by the Owner.

A. The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060-0486 (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Signed 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 and received by the Owner on or before **Tuesday, September 28, 2021, at 10:00am, prevailing time.**
- All properly sealed bid submittals will be publicly opened, announced, and recorded on the date and at the time and place indicated in the Notice to Bidders

B. The Owner assumes no responsibilities for bid submittals forwarded by regular or overnight mail or misdirected in delivery. Late bid submittals will not be accepted or considered. Sealed bids received after the designated date and time will be returned unopened.

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

D. Each sealed bid must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and 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.

E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid submittal form, attachment of additive information not required by the bid specifications, or irregularities of any kind, may be rejected by the Owner. Any changes, whiteouts, strikeouts, etc. on the bid submittal page must be initialed in ink by the person who signs the bid.

F. 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.

G. The Selected Bidder shall guarantee any or all materials and services supplied under these specifications. Defective or inferior materials shall be replaced at the expense of the Contractor and/or supplier. In case of rejected materials, the Contractor and/or supplier will be responsible for return freight charges.

H. 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

I. 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 ordered 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 actually provided to the Owner under this contract.

J. 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 made will be in the form of an addendum to the specifications or drawings and will be furnished to all Bidders, and its receipt by the Bidder shall be acknowledged.

K. Bidder 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.

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

- Bids by partnerships must furnish the full name of all partners and 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.

M. 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 person commits a crime if said person offers a benefit to a public servant 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.

II. BID SECURITY & BONDING REQUIREMENTS

☒ A. BID GUARANTY

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

Each Bidder shall deliver with their sealed bid, a Bid Security. The total Bid (Including Allowances) is the basis for establishing the amount of Bid Security. The Bid Security shall be payable via a certified or bank cashier's check drawn to the order of Mount Holly Municipal Utilities Authority or in the form of a Bid Bond (it shall contain a Power of Attorney) for full amount of the Bid Bond executed by a Surety Company duly authorized to do business in the state of New Jersey. The Bid Security shall be in the amount of the lesser of 10% of the amount of the total bid or \$20,000.

Owner shall award the contract or reject all Bids within such time as may be specified in the Invitation to Bid, except that the Bids of any Bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed. All Bid Security, except the security of the three (3) apparent lowest responsible Bidders, shall be returned unless otherwise required by the Bidder, within ten (10) working days after the opening of the Bids and the Bids and such Bidders shall be considered as withdrawn. Within three (3) working days after the awarding and signing of the contract and the approval of the Selected Bidder's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned to them (N.J.S.A. 40A:11-24). The check or bond of the Selected Bidder shall be forfeited if the Bidder fails to enter a contract with the Owner 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.)*

Bidders 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 to confirm that the selected 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.

✓ D. PERFORMANCE BOND

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

The Selected 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.

III. INTERPRETATION AND ADDENDA

Bidders understand and agree that sealed bids are submitted based on the specifications prepared by the Owner. Each Bidder accepts the obligation to become familiar with these specifications and related documents with care and observe all requirements contained therein.

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the bid specifications must be identified in writing to the attention of the Owner's Qualified Purchasing Agent, Anthony G. Stagliano, Sr. at 609-267-0015 no later than seven (7) days, Saturdays, Sundays, & holidays excepted, prior to the date for acceptance of bids. If, with knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this specification unless and until approved and accepted by the Owner.

ADDENDA CORRECTIONS, ADDITIONS AND DELETIONS: – Pursuant to N.J.S.A. 40A:11-23 (c)(2) the Owner shall provide no later than seven (7) days, Saturdays, Sundays, & holidays excepted, prior to the date for acceptance of bids, a written response to all known potential Bidders that have obtained a copy of the bid specification, of any notifications of any Ambiguities, Errors or Omissions identified in the bid specification, and requests by potential Bidders for Explanations or Interpretations of the bid specifications. The Owner will furnish all interpretations, responses or supplemental instructions in writing using the ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA CORRECTIONS, ADDITIONS AND DELETIONS FORM to all known potential bidders that have acquired the bid specification. All addenda shall become part of the contract documents and shall be acknowledged by the Bidder by inclusion in their sealed bid submittal.

- **Oral explanations or instructions or claim for same by potential Bidders will not be binding.**

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. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.
3. If there is an error of the summation of the extended totals, the computation by the Owner, the extended totals shall govern.

PRE-BID CONFERENCE

- **A Pre-Bid Conference is not required for this bid.**

IV. GENERAL CONDITIONS

A. CONTRACT DOCUMENTS

The Notice to Bidders, this bid specification, including attachments and exhibits shall be taken to be the Contract Documents. Every provision of law required by law to be inserted in the contract shall be deemed to be inserted therein, and the contract shall be read and enforced as though it were so included.

B. INDEPENDENT CONTRACTOR

The Selected Bidder shall be and remain an independent Contractor with respect to all services performed hereunder. All goods and services to be provided, from the execution to the completion of the contract, and until final acceptance, shall be under the charge and in the care of the Contractor and at its own risk. The Contractor agrees to and does hereby accept full liability for the payment of all contributions or taxes for social security, unemployment insurance, federal withholding tax or retirement benefits, pensions, or annuities, now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract. The Contractor agrees to comply with all rules and regulations and other lawful requirements which are now or hereafter issued or promulgated under said respective laws by state or federal authorities. The Contractor agrees to indemnify and save harmless the Owner from any such contributions or taxes or liability thereof.

C. STATEMENT OF QUANTITIES

The quantities of the materials to be furnished under this contract as given in the Notice to Bidders, the Request for Sealed Bids or Specifications or otherwise attached hereto are estimates and are to be used solely as a uniform basis for comparing bid submittals. The Owner shall not be held responsible if any of the estimated quantities are incorrect or omitted. The Contractor shall not make any claim for damages or for loss of profits because of a difference between the estimated quantities and the quantities actually provided. Any error, omission or misstatement in the estimated quantities shall not invalidate the contract or release the Contractor from the execution and completion of the contract in accordance with the Contract Documents, or entitle the Contractor to any damages or any compensation that is greater than that which is specified in the Contract Documents. The Contractor shall only be paid the unit prices for the quantities actually provided to the Owner under this contract.

D. DEFECTIVE MATERIALS

In the event that the materials are not delivered as specified in the Contract Documents, the Owner may, at its discretion, purchase the materials from an alternate source of supply. If the expense to the Owner exceeds the price quoted by the Contractor, the Contractor shall pay the difference to the Owner. In computing the amount to be paid to the Owner, all costs related to the ordering and receipt of the materials from an alternate source shall be included.

Any materials that are defective or that do not comply with the specifications shall be immediately removed by the Contractor upon request of the Owner. If the Contractor fails to remove the defective or non-complying goods within seven (7) days from the date of the written notice, the Owner may remove them and charge the expense thereof to the Contractor.

Any expense charged to the Contractor pursuant hereto will be deducted and paid by the Owner out of any monies that are or may become due to the vendor under the contract; if such monies are not sufficient to repay the Owner, the additional monies shall be paid directly by the Contractor.

V. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- 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.
- When a specification uses "brand name and/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 equivalency of items offered.
 - Material manufacturer or supplier's literature **WILL NOT** suffice in explaining a Bidder's exceptions to these specifications.
 - Competitive items must be equal to the standard described and be of the same quality.
 - Variations between materials described and the materials offered are to be fully identified and described by the Bidder on a separate sheet and submitted with the bid submittal form.
 - Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- In submitting its bid, the Bidder certifies that the merchandise to be furnished shall not infringe upon any valid patent or trademark.

- a. The Selected Bidder shall, at its own expense, defend all actions or suits charging such infringement, and will indemnify and save the Owner harmless from any damages resulting from claims for infringement, including counsel fees and expenses of suit or defense.
- b. The Contractor shall guarantee any or all goods and services supplied under these specifications.
- c. Defective or inferior goods shall be replaced at the expense of the contractor.
- d. The contractor will be responsible for return freight or restocking charges.
- E. In the absence of any changes by a Bidder, it shall be presumed and required that the materials as described in these specifications shall be delivered.
- F. Wherever practical and economically advantageous to the Owner, recycled or recyclable products may be provided.
 - a. The Bidder must indicate in its bid submittal when recycled products are being offered; otherwise, it shall be presumed and required that new materials as described in the proposal be delivered.
- G. In accordance with N.J.S.A. 40A:11-13(d), any proprietary goods or services that are stipulated in the specifications to be provided or performed, shall be provided or performed since the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded.

VI. INSURANCE AND INDEMNIFICATION

✓ 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 Bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

2. General Liability Insurance

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

3. Automobile Liability Insurance

This insurance covering bidder 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 Bidder.

4. Pollution Liability Insurance

This insurance shall be maintained in force during the life of the contract by the Bidder 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

Certificates as listed above shall be submitted along with the signed 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. Updated certificates of insurance shall be provided to the Owner annually during the term of the contract.

✓ C. INDEMNIFICATION

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

VII. STATUTORY AND OTHER REQUIREMENTS

☒ A. AFFIRMATIVE ACTION COMPLIANCE ACKNOWLEDGEMENT

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

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.

The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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.

✓ **B. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

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

The Selected Bidder shall not be issued a contract unless it complies with, the Affirmative Action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27.

✓ **C. NEW JERSEY ANTI-DISCRIMINATION**

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

The Contractor shall not discriminate in employment against any person who is qualified and ready to perform the work 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 A or B herein.

✓ **D. 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.)*

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

☒ **E. STATEMENT OF OWNERSHIP DISCLOSURE**

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

All Bidders shall complete and submit the Stockholder Disclosure Form attached herein with their sealed bid.

- No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.
- The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

☒ **F. NON-COLLUSION AFFIDAVIT**

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

All Bidders shall complete and submit the Non-Collusion Affidavit attached herein with their sealed bid.

☒ **F. PROOF OF BUSINESS REGISTRATION**

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

Pursuant to N.J.S.A. 52:32-44, the Owner is prohibited from entering a contract with an entity unless the Bidder/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 and submits a valid copy if the Certificate.

☒ **G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

- A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55), any Bidder that submits a bid is required to certify at the time the bid is submitted, that the Bidder is not identified on the list of Bidders determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the Bidder by an authorized officer or representative of the Bidder.

- A 2016 Superior Court decision concluded that failure to submit the Iran Disclosure with a bid was a "material defect, is not waivable and cannot be cured post bid."

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

☒ H. HAZARD COMMUNICATION

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

The New Jersey Worker and Community Right to Know Act (RTK) & Globally Harmonized System (GHS)

The Selected Bidder shall comply with all applicable federal and state statutes and regulations concerning the manufacture, sale, supply, delivery or use for all products required for completion of this specification including:

- The most current Safety Data Sheets (SDS)
- Container labeling in compliance with the New Jersey Worker and Community Right to Know Act (RTK) & Globally Harmonized System (GHS).

I. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

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.
- B. The contract shall be awarded to the lowest responsible Bidder in accordance with the requirements of N.J.S.A. 40A:11-1 et seq. The Owner reserves the right to reject all bids, in whole or in part, and to waive any immaterial defect or informality in any bid as may be permitted by law.
- C. If the award is to be made based on a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- D. If the award is to be made based on a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- E. The Owner may also elect to award the contract based on unit prices.
- F. The form of contract shall be submitted by the Owner to the successful bidder.
 - a. Terms of the specifications/bid package prevail.
 - b. Bidder exceptions must be formally accepted by the Owner; material exceptions shall not be approved.
- G. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award.
- H. The Owner may award the work based on the base bid, combined with such alternates, deducts or options as selected by the Owner. If the award is to be made based on a base bid only or based on a combination of a base bid combined with such alternates, deducts or options as selected, it will be made to the lowest responsible Bidder.
- I. The Owner may award the contract based on all the items for which bids are requested, or on less than all the items, whichever is the most advantageous to the Owner.
- J. The Contractor will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Owner.

IX. REJECTION OF BIDS

- A. The Owner may reject any or all bids for any of the following reasons:
 1. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services or inappropriately unbalanced;
 2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
 3. Multiple bids from an agent representing competing bidders;
 4. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
 5. The contracting unit wants to substantially revise the specifications for the goods or services;
 6. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
 7. If the selected bidder fails to enter 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. 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.

XI. TERMINATION OF CONTRACT

A. The Owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the Contractor.

B. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under this contract or if the Contractor shall violate any of the requirements of this contract, the Owner shall thereupon have the right to terminate this 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.

- 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.
- 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.
- In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- Continuation of the terms of this 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 this contract.

C. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, 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 and legal instruments that were required in the original bid and contract. Any change shall be approved by the Owner.

D. 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.

XII. SPECIAL CONDITIONS

A. SITE INVESTIGATION

- All Bidders shall become knowledgeable as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work.
- All Bidders acknowledge that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered.

- A Bidder's failure to acquaint itself with all available information will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Bidder, based on any information gathered by the Bidder or otherwise made available to it. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless:

- (1) Such understanding or representations are expressly stated in the contract, and
- (2) The contract expressly provides that the responsibility therefor is assumed by the Owner.

XIII. PAYMENTS TO CONTRACTOR

- 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.

XIV. GENERAL & TECHNICAL SPECIFICATIONS

All specifications listed below shall be considered "or equivalent". In any circumstance where the specification is not met and an "equivalent" is offered, the Bidder must specify what is being offered and how it is equivalent or superior to these specifications. Failure to explain any variations from the bid specifications shall be cause for rejection of the bid as non-responsive. As required by SECTION III. INTERPRETATION AND ADDENDA, Bidders shall direct any questions with these specifications in writing to Anthony G. Stagliano, Sr., QPA at staglianoa@mhmua.com at least seven (7) days prior to the date and time of acceptance of bids.

TERM OF CONTRACT: This Contract 2021-16 shall be for three (3) years:

Year 1	Year 2	Year 3
January 1, 2022 - December 31, 2022	January 1, 2023 - December 31, 2023	January 1, 2024 - December 31, 2024

1. Pursuant to N.J.S.A. 40A:11-1d – "Duration of Contracts", this Contract may be extended upon agreement of all parties to the Contract for the durations and limitations indicated below:
 - a. No more than one, two-year extension, or
 - b. No more than two, one-year extensions, and
 - i. The Contract extension shall be awarded by resolution of the Owner's Board upon a finding by the Board that services are being performed in an effective and efficient manner
 - ii. No such Contract shall be extended so that it runs for more than a total of five consecutive years
 - iii. Any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the Contract is renewed; and
 - iv. The terms and conditions of the Contract remain substantially the same.
2. Magnesium Hydroxide - 63% shall not be delivered unless ordered by the Owner at which time a purchase order number will be issued.
3. Payment will only be made for the actual quantity of Magnesium Hydroxide – 63% delivered to the storage tanks at the Owner's Rancocas Road Water Pollution Control Facility, 300 Rancocas Road, Mount Holly, NJ, 08060.
4. The Owner shall pay no deposit on chemical containers.
 - a. Empty containers shall remain the property of the Contractor and must be removed as replacement delivery is made.

DELIVERY AND LOCATION: Magnesium Hydroxide - 63% shall be delivered F.O.B. within three (3) business days of the order being placed to the bulk storage tanks at the Owner's Rancocas Road Water Pollution Control Facility, 300 Rancocas Road, Mount Holly, NJ, 08060.

DELIVERY FOR DECLARED EMERGENCIES: In the event of an emergency declaration by the federal, state, county, or local government, and/or the Owner, the Contractor shall expedite delivery to be **within 24-hours of order placement** by the Owner in response to said emergency declaration.

REJECTION OF MATERIALS: The Owner retains the right to reject and refuse delivery of Magnesium Hydroxide - 63% if the Owner's analysis determines the product being delivered is not compliant with the terms of this Contract, or in the Owner's opinion is considered unsatisfactory for use by the Owner. THE OWNER'S DECISION SHALL BE FINAL.

BIDDER'S INSTRUCTIONS: It shall be the Bidder's responsibility to carefully review each item of the specification. Bidders must indicate whether they can comply – "YES" or can't comply – "NO" for each line item in the specification. Failure to provide the indications may cause rejection of a bid submittal. All NO responses and/or Bidder's proposed "Approved

Equivalents” must be fully explained on the Exception Form included herein, noting section and item. Failure to explain “NO” responses or failure to supply detailed literature/brochures on the Bidder’s “Approved Equivalents” may cause rejection of a bid submittal. Where minimum/maximum is specified, Bidders must provide same, or the bid submittal may be rejected.

Any attachments, accessories, or tools necessary for the use of materials required herein, even if not specifically mentioned in this specification, shall be included in the bid submittal, and provided to the Owner upon delivery of the Magnesium Hydroxide - 63%.

Where specific requirements are not set forth in these specifications and published industry standards address the subject, the performance or materials shall meet or exceed the published industry standard requirements.

All equipment shall be designed, fabricated, and assembled in accordance with the best modern engineering and shop practices. Individual parts shall be manufactured to standard sizes and gauges so that repair parts, furnished at any time can be installed in the field. All mechanisms or parts shall be amply proportioned for the stresses, which may occur during operation. Materials shall be suitable for the service conditions anticipated. **Preference shall be given to products manufactured and assembled in the United States of America.**

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the bid specifications must be identified in writing to the attention of the Owner’s Qualified Purchasing Agent, Anthony G. Stagliano, Sr. at 609-267-0015 at least eight (8) days before bid submission date to allow the Owner sufficient time to provide written response to all known potential Bidders that have obtained a copy of the bid specification pursuant to SECTION III. INTERPRETATION AND ADDENDA. If, with knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this specification unless and until approved and accepted by the Owner.

Bidders understand and agree that sealed bids are submitted based on the specifications prepared by the Owner. Each Bidder accepts the obligation to become familiar with these specifications and related documents with care and observe all requirements contained therein.

BID EXCEPTION FORM: This Form **MUST** be completed by any Bidders taking exceptions to the specifications herein. Bidders **MUST** note exceptions by item and indicate substitution in lieu and submit with bid, including detailed specifications on the substitution. If a Bidder is submitting an alternate product, component, feature, or part to what is referenced in the specifications, the submission **MUST** be accompanied by descriptive literature, marked, and indicating the exact items to be furnished, with an engineering drawing (where applicable) of the same. Failure of a Bidder to supply information and/or complete the Form in the prescribed manner requested may result in rejection of a bid submittal. Where no exception is taken; the word “None” shall be neatly printed or typed on the Form. If no exception is taken, the successful Bidder shall supply all material exactly as specified. No substitution will be permitted after receipt of bids.

APPROVED EQUIVALENT: The Owner will determine if substitutions submitted for a specified item are equivalent to the brand/model and meet the required quality and performance standards of the original brand as indicated in the specification. The Owner’s decision shall be final.

QUESTIONS:

- Questions, which arise before receipt of sealed bids shall be addressed in writing via e-mail from the Bidder to Anthony G. Stagliano, Sr., Qualified Purchasing Agent, at staglianoa@mhmu.com. The questions and copy of the Owner’s response will be emailed to each potential Bidder.

SECTION 1: GENERAL PRODUCT REQUIREMENTS & INFORMATION TO BE SUPPLIED

ITEM	DESCRIPTION	COMPLY						
		YES	NO					
1	The name of the manufacturer of the Magnesium Hydroxide - 63% proposed for this Contract.							
2	The most updated version of the product Safety Data Sheet (SDS) provided by the manufacturer for the Magnesium Hydroxide – 63% proposed for the duration of this Contract.							
3	A written analysis from the manufacturer that the Magnesium Hydroxide - 63% supplied for this Contract shall yield the following composition and properties:							
	DESCRIPTION							
	Aqueous Suspension		Typical		Dry Solid Base	TYPICAL	Dry Solid Base	Typical
	Dry Solids %:		63 (+/-) 5%		Mg (oH) %:	98 minimum	Fe2O3%:	0.08 – 0.12
	Bulk Density, Pounds/Gallon:		12.1 – 12.4		CaO%:	0.5 – 0.6	AL2O3%:	0.03 – 0.06
	Mg (oH) Contained, Pounds/Gallon:		6.67 – 7.04		SiO2%:	0.18 – 0.22	CL%:	0.25 - .035
	<ul style="list-style-type: none">These parameters are listed as guidelines to ensure that the quality of the product can be quantified and that the quality is maintained.							

4	<p>Contractor shall provide a written statement with each delivery a certified weight slip indicating tare weight and gross weight of loaded delivery vehicle.</p> <ul style="list-style-type: none"> • A Chemical Analysis confirming the minimum: <ul style="list-style-type: none"> ○ Ph ○ Alkalinity ○ Percent Solids 		
5	<p>Prior to initial delivery of Magnesium Hydroxide-63%, the Contractor shall provide to the Owner:</p> <ul style="list-style-type: none"> • Any special tools, equipment, fittings, etc. for use with the Magnesium Hydroxide-63% at no cost to the Owner. • The most recent Personal Protective Equipment (PPE) Hazard Assessment Survey identifying the PPE required to be worn by delivery personnel during the entire transfer process and product delivery. 		
6	<p>Prior to all deliveries of Magnesium Hydroxide-63%, the Contractor shall provide to its delivery employees:</p> <ul style="list-style-type: none"> • All applicable Personal Protective Equipment (PPE) as required by the Contractor's Health and Safety Program and as specified in the product Safety Data Sheet • Failure of the Contractor's employees to wear the required PPE, follow the Contractor's safety regulations, or the Owner's posted safety regulations may result in forfeiture of the contract. 		

SECTION 2: BIDDER QUALIFICATIONS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Bidders shall have a minimum of two (2) locations from which Magnesium Hydroxide-63% can be shipped and include the addresses of the facilities with the sealed bid.		
2	Bidders must supply a list of five (5) references (including contact information) of customers that are currently using the Magnesium Hydroxide-63% proposed for the duration of this Contract and have been using same for three (3) or more years.		

SECTION 3: DELIVERY VEHICLES

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>All delivery vehicles shall be owned and operated by the Contractor and:</p> <ul style="list-style-type: none"> • Be washed and cleaned prior to receiving Magnesium Hydroxide-63% for delivery to the Owner. <ul style="list-style-type: none"> ○ A written verification of tank cleaning must accompany the shipping papers with each delivery <ul style="list-style-type: none"> ▪ Failure to provide verification of tank cleaning may result in rejection of shipment. • Be labeled/placarded in accordance with the provisions of the Federal Highway Safety Administration, Department of Transportation and New Jersey Worker and Community Right to Know Act (N.J.A.C 8:59-1.1 et.seq.) • Have suitable means of off-loading (hoses, connections, etc.) the Magnesium Hydroxide-63% without the assistance or direct contact with the product by the Owner's employees. • All bulk delivery vehicles shall have at a minimum the following features suitable for safe off-loading: <ul style="list-style-type: none"> ○ Self-Closing Valve ○ Internal Remote-Controlled Emergency Shut-Off Valve ○ Structural Impact Protection for All Valves ○ Proof of Annual Tank Inspection at a DOT Certified Facility to include pressure testing to 53 PSI ○ Where required, tankers shall have automatic emergency pressure relief valves at no more than 35 PSI 		

SECTION 4: CONTRACTOR RESPONSIBILITIES DURING DELIVERY

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>The Contractor and delivery personnel are responsible for the safe, clean delivery of Magnesium Hydroxide-63% into the Owner's storage tanks.</p> <p>All deliveries are subject to the following Owner protocols:</p> <ul style="list-style-type: none"> • Owner's personnel must observe the COMPLETE transfer process and product delivery. • Delivery vehicles must position at the off-loading area designated by the Owner. • Delivery vehicle parking brake must be set, and tires must be chocked during the entire transfer process and product delivery. 		

2	<p>Delivery personnel shall:</p> <ul style="list-style-type: none"> • Don all required personal protective equipment (PPE) as required by the Contractor and Magnesium Hydroxide-63% manufacturer pursuant to their published Safety Data Sheet ("SDS") or the Owner's safety policy, whichever is more stringent. • Verify that all transfer hoses and connections from transfer vehicle to the storage tank are gasketed and show no evidence of previous leaks. • Record the start measurement on the delivery receipt. • Continuously monitor the transfer process, hoses and connections for leaks AND MUST STOP the transfer process immediately if a leak is detected. 		
3	<p>Upon completion of product transfer, delivery personnel shall:</p> <ul style="list-style-type: none"> • Remove any residual product in the transfer hose by returning it back to the delivery vehicle. • Return and properly secure all transfer hose to the delivery vehicle. • Reinstall the fill cap back on the storage tank intake. • Record the stop measurement on the delivery receipt, sign, and provide a copy to Owner's personnel that observed the transfer process and product delivery. • Delivery receipt must have both the start and stop measurements legibly written on the receipt. 		
4	<p>The Contractor and delivery personnel shall:</p> <ul style="list-style-type: none"> • Be responsible for the prompt clean-up of any spills, environmental remediation, and disposal costs associated with the transfer process and product delivery. • Be responsible for repair, replacement, or full restitution to the Owner for any damage or losses to Owner's equipment or other property that is directly attributable to product quality or acts/activities by delivery personnel. 		

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

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

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

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

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

CHECKLIST
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

SUBMISSION DATE: Tuesday September 28, 2021, at 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:11-23 .2)
(NJ.S.A. 52 :32-55, et seq.)

Required by OWNER	<i>The following items, as indicated below (X), shall be provided with the receipt of sealed bids.</i>	Initial each required entry and if required submit the item
X	Bidder Checklist	
X	Bid Proposal and Forms	
X	Bid Exception Form	
X	Bidder Affidavit	
X	Non-Collusion Affidavit	
X	Acknowledgement of Receipt of Addenda, Corrections, Additions or Deletions	
X	Bid Bond	
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	
X	New Jersey Business Registration	
X	Debarred, Suspended and Disqualified Bidder Certification	
X	Bidder Client Reference Form	
X	W-9 Form	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms	
X	Disclosure of Investment Activities in IRAN	
X	Affirmative Action Compliance Notice	
X	Manufacturer's information for Magnesium Hydroxide - 63% being proposed	
X	Safety Data Sheet for Magnesium Hydroxide - 63% being proposed	
X	Written Analysis of Magnesium Hydroxide - 63% being proposed	
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	
✓	Americans with Disabilities Act of 1990 Language Acknowledgement	
✓	Performance Bond	
✓	Required Insurance Documentation: Workers Compensation General Liability Automobile Liability Pollution Liability	

BID PROPOSAL
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

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

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

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

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

Delivery shall only be upon receipt of the Owner's completed requisition and only in the quantity indicated therein for the unit prices indicated herein to 300 Rancocas Road, Mount Holly, New Jersey 08060.

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 Owner.

The Bidder name, business address, and contact to whom all formal notices are to be sent:

BIDDER: _____

Address: _____

Bidder Contact Name: _____, Title: _____

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

Please complete the following bid proposal sheets

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

BID PROPOSAL FORM – YEAR ONE - January 1, 2022 - December 31, 2022

We the undersigned propose to supply and deliver approximately One Hundred Dry-Tons of **Magnesium Hydroxide - 63%** including all freight and delivery charges as herein-before specified upon order to the Owner at the following prices:

Bulk Chemical Unit Price in words per Dry-Ton:	Bulk Chemical Unit Price in numbers per Dry-Ton:
--	--

Total Unit Price for 100 Dry-Tons delivered in words:	Total Unit Price for 100 Dry-Tons delivered in numbers:
---	---

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Date

Type or Print Name

Title

Telephone Number

Fax Number

Email

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

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

NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. 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 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

BID PROPOSAL FORM – YEAR TWO - January 1, 2023 - December 31, 2023

We the undersigned propose to supply and deliver approximately One Hundred Dry-Tons of **Magnesium Hydroxide - 63%** including all freight and delivery charges as herein-before specified upon order to the Owner at the following prices:

Bulk Chemical Unit Price in words Dry-Ton:	Bulk Chemical Unit Price in numbers per Dry-Ton:
--	--

Total Unit Price for 100 Dry-Tons delivered in words:	Total Unit Price for 100 Dry-Tons delivered in numbers:
---	---

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Date

Type or Print Name

Title

Telephone Number

Fax Number

Email

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

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

NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. 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 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

BID PROPOSAL FORM – YEAR THREE - January 1, 2024 - December 31, 2024

We the undersigned propose to supply and deliver approximately One Hundred Dry-Tons of **Magnesium Hydroxide - 63%** including all freight and delivery charges as herein-before specified upon order to the Owner at the following prices:

Bulk Chemical Unit Price in words Dry-Ton:	Bulk Chemical Unit Price in numbers per Dry-Ton:
--	--

Total Unit Price for 100 Dry-Tons delivered in words:	Total Unit Price for 100 Dry-Tons delivered in numbers:
---	---

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Date

Type or Print Name

Title

Telephone Number

Fax Number

Email

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

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

NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. No.:
NAME:	Tel. 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 2021-16
BID EXCEPTION FORM

Bidders listing Exceptions, Proposed Equivalents, etc. items below for consideration by the Owner **MUST** include item description (with supporting specification sheet), manufacturer's name, and model number (if appropriate) of those items which the bidder proposes to substitute.

Bidders may not use this form to attach conditions, limitations, or other provisos to their bid.

Any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk.

Item Section:	Number(s):	Manufacturer:	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Item Section:	Number(s):	Manufacturer	Model #
Description:			

Delivery Date Exception: _____

Warranty Date Exception: _____

Bidder: _____

Print or Type Name of Bidder Representative: _____

Signature of Bidder Representative: _____ Date: _____

FOR USE BY MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

___ NO EXCEPTIONS TAKEN	NOTE MARKINGS, <u>NO</u> <u>FURTHER</u> SUBMISSIONS REQUIRED	___ NOTE MARKINGS, <u>FURTHER</u> <u>SUBMISSION REQUIRED</u>	___ REJECTED
-------------------------	--	---	--------------

SIGNATURE: _____

DATE: _____

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

BIDDER'S AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

I, _____ residing at _____
City/Town/Township/Borough/Village of _____ in the County of
_____ and State of _____, of full age, being duly sworn
according to law on my oath depose and say that:

I am (title, position, etc.): _____ of the firm of (Name of Contractor):

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.

He/she further deposes that the Bidder has the personnel, facility, equipment, supplies, experience, training, and ability of providing all goods, services, procedures, and requirements of this bid specification to the Mount Holly Municipal Utilities Authority.

Signature and Title of Affiant

Print Name and Title of Affiant

Date

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public of: _____ My Commission Expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

NON-COLLUSION AFFIDAVIT

State of _____
County of _____ SS

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

of the firm of _____ the Bidder making the submission
to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT 2021-16**, 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 and Title of Affiant Print Name and Title of Affiant Date

Subscribed and sworn to before me this day this ____ day of _____, 2021

Notary Public of: _____ My Commission Expires: _____

SEAL

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
CORRECTIONS, ADDITIONS AND DELETIONS FORM

Addendum Number	Dated	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.

Signature and Title

Print Name and Title

Date

☐ **NO ADDENDA WERE 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 corrections, additions and/or deletions made to this bid specification.

Signature and Title

Print Name and Title

Date

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE – 63%

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal,
and _____ as Surety, is hereby held and firmly bound unto **THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** as Owner, in the Penal Sum of:

_____ (\$ _____)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed this ____ day _____ of 2021

The condition of the above obligation is such that whereas the Principal has submitted to **THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the **SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE – 63%**

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

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 all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

For the Principal: _____

For the Surety: _____

Signature, Title, and Date

Signature, Title, and Date

Print Name and Title

Print Name and Title

Witness Signature, Title, and Date

Witness Signature, Title, and Date

Print Name and Title

Print Name and Title

Attorney-In-Fact

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

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:

KNOW ALL MEN BY THESE PRESENTS, the _____ (Name of Surety)
corporation organized and existing under the laws of the State of _____ and licensed to do business
in the State of New Jersey, certifies and agrees, that if:

CONTRACT 2021-16: SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

is awarded to _____, undersigned corporation will execute the Bond
or Bonds as required by the CONTRACT DOCUMENTS and will become surety in the full amount of the
CONTRACT price for the faithful performance of the contract and for payment of all persons supplying labor or
furnishing materials in connection hence with.

For the Bidder

Signature, Title of Officer, and Date

Print Name and Title of Officer

Secretary Signature and Date

Print Name

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

(SEAL)

For the Surety

Signature, Title of Officer, and Date

Print Name and Title of Officer

Secretary Signature and Date

Print Name

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

(SEAL)

**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.**

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

RECEIPT FOR RETURN OF BID SECURITY

If bid security is returned at bid opening, Bidder or his representative must sign receipt below:

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

PROJECT: **CONTRACT 2021-16**

SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

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

Bidder Representative Signature and Title

Bidder Representative Print Name and Title

Date

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 2021-16 - SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%
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.

Signature and Title

Print Name and Title

Date

Notary Public of: _____ My Commission Expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY (OWNER)** is prohibited from entering into a contract with an entity unless the bidder/proposer/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:	1098907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
ADDRESS:	ISSUANCE DATE:
EFFECTIVE DATE:	
FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be correspondingly displayed at above address.	

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER CERTIFICATION

STATE OF _____

CONTRACT 2021-16

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.

Signature and Title

Print Name and Title

Date

Subscribed and Sworn before me this _____ day of _____, 2021

Notary Public of: _____ My Commission Expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

PROJECT CLIENT REFERENCE FORM

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.

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.																																																			
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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>	Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			

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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Signature of U.S. person ►</td> <td style="width: 40%; padding: 5px;">Date ►</td> </tr> </table>	Signature of U.S. person ►	Date ►
Signature of U.S. person ►	Date ►		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

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 2021-16**, 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 N.J.S.A. 19:44-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that 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.

Signature and Title

Print Name and Title

Date

Subscribed and Sworn before me this _____ day of _____, 2021

Notary Public of: _____ My Commission Expires: _____

SEAL

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	Date
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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 in 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: _____
Title: _____	Date: _____

Do not enter PIN as a signature

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

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

The selected vendor(s) must submit the 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 public agency, and the vendor copy is retained by the vendor.

The undersigned vendor 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 vendor 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/FIRM: _____

Full Name (Print)

Title

Signature

Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%**

THIS AGREEMENT, made and executed at the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, this _____ day of _____, 2021, by and between the Mount Holly Municipal Utilities Authority, hereinafter called the "OWNER" and _____

a Corporation of _____ hereinafter called the "Contractor".

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

SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

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 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.

This Contract is subject to the New Jersey Affirmative Action Statute and all Mandatory Equal Opportunity Employment Language, N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, N.J.A.C. 17:27-1.1, et seq. During the performance of this Goods and Services contract, the contractor agrees as follows:

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents; Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; Employee Information Report Form AA302

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

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 THE CONTRACTOR

Contracting Firm

By: _____
Signature of Principal of Contracting Firm

By: _____
Printed Name of Principal of Contracting Firm

Date

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

SEAL

FOR THE OWNER

By: _____
Jules K. Thiessen, Chairman (Signature & Date)

Attest By: _____
Brandy C. Boyington, Secretary (Signature & Date)

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

SEAL

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2021, 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 of: _____ My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT OF AUTHORITY SECRETARY

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2021, 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 of: _____ My Commission Expires: _____

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
SUPPLY AND DELIVERY OF MAGNESIUM HYDROXIDE - 63%

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2021, 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 of: _____ My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

On this ____ day of _____, 2021, 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 of: _____ My Commission Expires: _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2021, 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 of: _____ My Commission Expires: _____

(SEAL)

CONTRACT (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT 2021-16
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 based on 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. If 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 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 all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In 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.

The Owner does not discriminate based on handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Owner shall allow access to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"Owner considers it to be a substantial conflict of interest for any company desiring to do business with the Owner to be owned, operated or managed by any Owner employee, nor shall any Owner personnel be employed by the Contractor in conjunction with any work to be performed for or on behalf of the Owner".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

That _____ is a ☐ Corporation, ☐ Individual, ☐ Partnership under the law of the State _____, assigned Employer Identification Number: _____ with the principal offices located at (address, city, state, & zip): _____.

Signature and Title of Responsible Individual

Print Name and Title

Date

Telephone: _____

E-MAIL: _____

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT 2021-16
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,
as Principal and _____, a corporation organized and existing
under the laws of the State of _____, as surety, are held and firmly bound unto the MOUNT
HOLLY MUNICIPAL UTILITIES AUTHORITY as hereinafter set forth, in the full and just several sums of:

(a) _____ (One hundred percent (100%) of the amount
of the contract) for faithful PERFORMANCE of the **SUPPLY AND DELIVERY OF MAGNESIUM
HYDROXIDE - 63%**

b) _____ (One hundred percent (100%) of the amount of
the contract) for PAYMENT of labor and materials

Signed this ____ day of _____, 2021

The condition of the above obligation is such that whereas, the above-named Principal did on the ____ day of
_____, 2021, enter a contract with **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**, which said
contract, **CONTRACT 2021-16** is made a part of this the bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by
_____ to be done and performed according to the terms of
said the terms of Contract 2021-16, 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 NJ.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 _____, 2021

For the Principal

Signature, Title of Officer, and Date

Print Name and Title of Officer

Secretary Signature and Date

Print Name

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

(SEAL)

For the Surety

Signature, Title of Officer, and Date

Print Name and Title of Officer

Secretary Signature and Date

Print Name

Subscribed and Sworn before me this
_____ day of _____, 2021

Notary Public of: _____

My Commission Expires: _____

(SEAL)