

THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
1 PARK DRIVE, PO BOX 486  
MOUNT HOLLY, NEW JERSEY 08060-0486  
Phone: 609-267-0015/Fax:609-267-5420

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

**Contract No. 2020-17**

**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**BID DATE AND TIME:  
TUESDAY, OCTOBER 27, 2020  
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, October 27, 2020 at 10:00am, prevailing time**

For the following goods and services:

### **CONTRACT NO. 2020-17** **SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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](http://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, October 27, 2020 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, October 27, 2020 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 accordance with the Governor's most recent Executive Orders regarding COVID-19 and social distancing requirements, The Mount Holly Municipal Utilities Authority (Authority) prohibits bidders and respondents **from attending upcoming bid openings in person**.

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](http://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 during these extraordinary times.

***Robert G. Maybury, Jr., Executive Director***

## I. INSTRUCTIONS TO BIDDERS

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, October 27, 2020 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 bids must give the full business address of the Bidder and be signed by an authorized representative. Sealed bids submitted 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. Sealed bids submitted 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 to the sealed bid. 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 successful Bidder shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the successful Bidder and/or supplier. In case of rejected materials, the successful Bidder 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

### ☒ A. BID GUARANTY

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

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

### ☒ B. CONSENT OF SURETY

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

The Bidder shall submit with the sealed bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating that it will provide the Bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the successful Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety Company on behalf of the Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

### ☒ C. CONTRACTS AND BONDS

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

The Bidder to whom award is made shall, within ten (10) days of his notice of award, execute the Contract Documents and furnish a Performance Bond in an amount equal to the full amount of the Contract. The Bond must be drawn by an acceptable Surety Company as described in Paragraph 4, above, and must be executed on the forms provided in these documents.

## III. INTERPRETATION AND ADDENDA

A. The Bidder understands and agrees that its sealed bid is submitted on the basis of the specifications prepared by the Owner. The Bidder is expected to examine the specifications and related documents with care and observe all requirements contained therein. The Bidder accepts the obligation to become familiar with these specifications.

B. Ambiguities, errors or omissions noted by Bidders should be reported in writing to the Owner no less than three business days prior to the opening of bids, as provided by N.J.S.A. 40:11-13. In the event that the Bidder fails to notify the

Owner of such ambiguities, errors or omissions as required by law, challenges filed after that time shall be considered void and the Bidder shall be bound by its bid submitted.

C. No oral interpretation of the meaning of the specifications will be made to any Bidder. Every request for an interpretation shall be in writing, addressed to the Owner. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the sealed bids. Any interpretations and any supplemental instructions by the Owner will be in the form of written addenda to the specifications and will be distributed to all known prospective Bidders, in accordance with N.J.S.A. 40A:11-23. All addenda shall become part of the contract documents and shall be acknowledged by the Bidder in the sealed bid submittal. The Owner's interpretations or corrections of the bid documents shall be final.

**D. Discrepancies in Bids**

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

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

**E. Pre-Bid Conference**

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

**IV. GENERAL CONDITIONS**

**A. Contract Documents**

The Notice to Bidders, this entire Request for Sealed Bids, including, but not limited to Specifications, Bid Proposal, Equipment Certification, Statement of Corporate Ownership, Affirmative Action Requirements, Non-Collusion Affidavit and Performance Bond, Bid Bond and Contract are, and 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 successful 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 risk. The Contractor agrees to and does hereby accept full liability for the payment of any and 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**

A. Brand names and/or descriptions used in these specifications are to acquaint Bidders with the type of goods desired and will be used as a standard by which alternate or competitive materials offered will be judged. 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. Material manufacturer or supplier's literature WILL NOT suffice in explaining a Bidder's exceptions to these specifications. In the absence of any changes by the Bidder, it shall be presumed and required that the materials as described in these specifications shall be delivered.

B. It is the responsibility of the Bidder to demonstrate the equivalency of items offered. The Owner reserves the right to evaluate the equivalency of an item which, in its discretion, meets its requirements.

C. In submitting its bid, the Bidder certifies that the merchandise to be furnished shall not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will indemnify and save the Owner harmless from any damages resulting from claims for infringement, including counsel fees and expenses of suit or defense.

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

E. Wherever practical and economically advantageous to the Owner, recycled or recyclable products may be provided. 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.

F. 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 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. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**VIII. STATUTORY AND OTHER REQUIREMENTS**

✓ **A. Mandatory Affirmative Action Certification**

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

The successful Bidder or firm 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. 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. Americans with Disabilities Act of 1990 Acknowledgement**

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

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful Bidder agrees to comply with the Americans with Disabilities Act as it applies to this contract and agrees that the provisions of Title II of the Act are made a part of this contract. The successful Bidder 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 Bidder with this Act.

**☒ D. Stockholder Disclosure**

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

The successful Bidder shall comply with Chapter 33 of the Public Laws of 1977, which provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the 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 percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The stockholder disclosure form shall be completed and attached to the bid proposal.

**☒ E. Non-Collusion Affidavit**

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

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

**☒ F. Business Registration Required**

*(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 Mount Holly Municipal Utilities Authority is prohibited from entering into a contract with an entity unless the Bidder/Proposer/Contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**☒ 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 person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

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

**☒ H. Hazard Communication**

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

The successful Bidder shall comply with all applicable federal and state statutes and regulations concerning the manufacture, sale, supply, delivery or use of any hazardous substance. If applicable, the successful Bidder shall supply the Chemical Abstracts Service (CAS) number of all the components of the mixture or substance and the chemical name.

The successful Bidder shall comply with all applicable federal OSHA Hazard Communication Standard of 2012, which incorporates the United Nations' Globally Harmonized System of Classification and Labeling of Chemicals (GHS). GHS provides for a uniform approach for the classification and presentation of hazard information. If applicable, the successful Bidder shall ensure that each container is properly labeled and shall supply all applicable Safety Data Sheets (SDS)

**☒ I. AFFIRMATIVE ACTION ACKNOWLEDGEMENT & QUESTIONNAIRE**

*(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.

**IX. METHODS OF AWARD**

A. 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 any and all bids, in whole or in part, and to waive any immaterial defect or informality in any bid as may be permitted by law.



B. The Owner may award the work on the basis of the base bid, combined with such alternates, deducts or options as selected by the Owner. If the award is to be made on the basis of a base bid only, or on the basis of a combination of a base bid combined with such alternates, deducts or options as selected, it will be made to the lowest responsible Bidder.

C. The Owner may award the contract on the basis of all of the items for which bids are requested, or on less than all of the items, whichever is the most advantageous to the Owner.

D. The successful Bidder 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.

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

## **XI. 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.

## **XII. TERMINATION OF CONTRACT**

A. 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.

B. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor and the Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the Contractor is determined.

C. The Contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Owner under this provision.

D. In case of default by the successful bidder, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

E. 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.

F. 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/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

### XIII. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.

### XIV. SPECIFICATIONS

1. GENERAL: **Peracetic Acid (PAA)** shall not be delivered unless ordered by the Owner at which time a purchase order number will be issued. Payment will only be made for product ordered and received by the Owner.
2. DELIVERY LOCATION: **Peracetic Acid (PAA)** is to be delivered F.O.B. to the Owner's Water Pollution Control Facility, 300 Rancocas Road, Mount Holly, NJ, 08060.
3. TERM OF CONTRACT: This contract for the supplying of **Peracetic Acid (PAA)** shall be for the period January 1, 2021 through December 31, 2021.
4. REJECTION OF MATERIALS: The Owner retains the right to reject and refuse delivery of **Peracetic Acid (PAA)** if in the Owner's judgment it is in an unsatisfactory condition and in all cases, the Owner's decision shall be final.
5. PACKAGING DEPOSITS: The Owner shall pay no deposit on chemical containers. Empty containers shall remain the property of the supplier, and unless otherwise indicated, shall be returned by same as replacement delivery is made.
6. MANUFACTURER: Bidders shall provide the Owner, upon request, with the name of the manufacturer of the **Peracetic Acid (PAA)**.
7. SPECIAL TOOLS: Should the **Peracetic Acid (PAA)** require the use of special tools, equipment, fittings, etc., then same shall be supplied by the successful bidder at no cost to the Owner.
8. MOTOR VEHICLE INSURANCE: The successful bidder will be required to provide proof, in the form of Certificates of Insurance, that same carries \$500,000.00 minimum in both Bodily Injury and Property Damage Liability insurance.
9. DELIVERY VEHICLES: All delivery vehicles shall be provided with suitable means of off-loading the **Peracetic Acid (PAA)** without the assistance or direct contact with the product by the Owner's employees.
10. HAZARDOUS MATERIALS COMPLIANCE: Where applicable, chemical containers shall comply with current Federal and State Hazardous Materials Regulations and the International Global Harmonized System.

11. **✓ SAFETY DATA SHEETS (SDS):** Appropriate SDS for **Peracetic Acid (PAA)** shall be submitted to the Owner with the executed contract, and annually thereafter. Failure to do so may result in rejection of proposal.
12. **CONTAINER LABELING:** All chemical containers shall be labeled in accordance with the provisions of the New Jersey Hazard Communication Standard and the Globally Harmonized System (GHS)
13. **CONTRACT OVERLAP:** In the event of a change in Contractor(s) at the expiration of this contract, the Owner shall have sixty (60) days from the expiration date in which to arrange for return of all chemical containers and equipment owned by the Contractor(s).
14. **PERSONNEL SAFETY:** Persons delivering **Peracetic Acid (PAA)** shall wear appropriate/required personal protective Equipment (PPE) as required by the manufacturer or as indicated in the SDS for the **Peracetic Acid (PAA)**. Failure of delivery personnel to wear appropriate/required PPE may result in forfeiture of this contract

#### **XV: TECHNICAL SPECIFICATIONS FOR PERACETIC ACID (PAA)**

The Owner has conducted a three (3) year trial and determined that the use of Peracetic Acid (PAA) in the following formula Peracetic Acid @ 15A%, Acetic Acid @ 16% (+ 2% Allowable Tolerance), Hydrogen Peroxide @ 23% (+ 2% Allowable Tolerance), Sulfuric Acid @ 1% (+ 2% Allowable Tolerance) and Water @ 45%, is required in order to maintain an efficient control of microbial populations in the wastewater process and to comply with the New Jersey Department of Environmental Protection (NJDEP) discharge permit requirements.

The Owner has determine through laboratory analysis that the use of PAA in the aforementioned formula ensures the PAA an adequate concentration within the contact time of the disinfection chambers while having no environmental toxicity or other negative impact upon discharge into the receiving water body (Rancocas Creek).

Bidders shall include the following documents with their submittal:

- A procedure and a reporting outline for the performance and reporting of a bench scale study to evaluate the disinfection efficacy of the PAA to be supplied,
- SOPs for the analysis of E. coli, and PAA residual,
- The certified parameter list issued by the accrediting agency to the lab performing the E. coli analyses, and
- Instructions for the submission of a representative sample of Owner's wastewater to the supplier for the performance of the bench scale study.
- Bidders who are seeking to deviate from the approved formula shall include the following documents with their submittal:

If at any time during the contract term the Owner determines that the **Peracetic Acid (PAA)** is not compatible with the Owner's treatment process or that the supplier has deviated from the specifications and requirements, the Owner reserves the right to immediately terminate the contract.

#### **1. CONTRACT QUANTITY**

- The minimum estimated quantity of **Peracetic Acid (PAA)** is approximately eight-thousand (8,000) gallons during the contract period.
  - The Owner will be under no obligation to purchase the total amount estimated.

#### **2. PRODUCT DELIVERY REQUIREMENTS**

- The **Peracetic Acid (PAA)** will be delivered in the quantities specified by the Owner with each order
- Deliveries shall be made within 72 hours of order placement by the Owner.

#### **3. APPROVED Peracetic Acid (PAA)**

Bids will only be accepted for **Peracetic Acid (PAA)** having the following ingredients and percentages by weight:

Chemical Name	Percentage by Weight
Water	45%
Hydrogen Peroxide	23% with + 2% Allowable Tolerance
Acetic Acid	16% with + 2% Allowable Tolerance
Peracetic Acid	15%
Sulfuric Acid	1% with + 2% Allowable Tolerance

- *If at any time during the contract term the Owner determines that the **Peracetic Acid (PAA)** is not compatible with the Owner's treatment process or that the supplier has deviated from the specifications and requirements, the Owner reserves the right to immediately terminate the contract.*

#### 4. SUPPLIER REQUIREMENTS & RESPONSIBILITIES

The supplier SHALL be responsible for:

- Delivery of the **Peracetic Acid (PAA)** directly into the Owner's 6,500-gallon chemical storage tank to be located at 300 Rancocas Road, Mount Holly, New Jersey.
- Any costs incurred by the Owner for the repair of damage to any portion of the chemical storage system deemed by the Owner to have been caused by the actions of the supplier or directly attributable to product quality.
- The prompt containment and cleanup of any spills occurring during product delivery, including:
  - Any costs incurred by the Owner for the containment and cleanup of any spills occurring during product delivery deemed by the Owner to have been caused by the actions of the supplier.
  - Any subsequent fines or penalties incurred by the Owner for the containment and cleanup of any spills occurring during product delivery deemed by the Owner to have been caused by the actions of the supplier.
    - This shall include all costs associated with environmental remediation if so ordered by any Federal, State or County environmental agencies.

#### 5. Bench Scale Study

Bidders submitting bids for any formula deviating from the abovementioned formula shall submit a procedure and a reporting outline for the performance and reporting of a bench scale study (STUDY) to evaluate the disinfection efficacy of the PAA to be supplied.

- Bidders shall provide the Owner with detailed instructions for the submission of a representative sample of the Owner's wastewater for the performance of the bench scale study.
- The wastewater sample supplied by the Owner must be used in the condition received with no filtration or other treatment prior to the Study.
- Bidders shall be responsible to coordinate with the Owner's assigned personnel to complete the Study within 30-days of written notice by the Owner. Bidders assume all costs and liabilities associated with the Study and written analysis.

The Owner shall evaluate the results of each Study to determine if the efficacy data and the methods by which the efficacy data were generated meet or exceed the Owner's performance requirements. At a minimum, the Study must evaluate the following test conditions and report the parameters as indicated:

Initial E. coli (#/100 ml)	PAA initial concentration (mg/l)	Contact Time (minutes)	Water Temperature (°C)	Final E. coli (#/100 ml)	PAA residual (mg/l)	E. coli. log reduction
	1.0	15	16-27			
	1.0	25	16-27			
	1.0	45	16-27			
	1.0	70	16-27			
	1.0	15	6-12			
	1.0	25	6-12			
	1.0	45	6-12			
	1.0	70	6-12			
	1.5	15	16-27			
	1.5	25	16-27			
	1.5	45	16-27			
	1.5	70	16-27			
	1.5	15	6-12			
	1.5	25	6-12			
	1.5	45	6-12			
	1.5	70	6-12			
	2.0	15	16-27			
	2.0	25	16-27			
	2.0	45	16-27			
	2.0	70	16-27			
	2.0	15	6-12			
	2.0	25	6-12			
	2.0	45	6-12			
	2.0	70	6-12			

Any water temperature within the ranges given above is acceptable, but the supplier shall indicate the actual measured temperature for each test performed.

The supplier shall submit SOPs for the analysis of E. coli, and PAA residual. The supplier shall conform to the following table for analyses or request prior approval from the Owner for any deviation:

**Parameter Specific Sampling and Analysis Requirements**

Pollutant of Concern	Sample Type	Container	Preservative	Holding Time	Analytical Method	MDL	RL	Units
E.coli	Grab	250 ml presterilized plastic	4°C	6 hours	mColiBlue24 1999 (other-Hach Company)	1	1	CFU/100 mL
Peracetic Acid (PAA) Note 1	Grab	250 mL amber plastic	Analyze immediately	0.25 hours	SM4500-Cl G-11	0.02	0.02	mg/L

**Note 1** There is no approved EPA or Standard Method test for PAA residual; however, the chlorine residual (DPD) method can be used to determine the PAA residual concentration. The PAA concentration is calculated by multiplying the observed concentration, which is the equivalent concentration of total residual chlorine, by a correction factor of 1.07. The correction factor is the molar mass ratio of PAA ( $C_2H_4O_3$  - 76.052 g/mol) to Chlorine ( $Cl_2$  - 70.9 g/mol).

All E. coli analyses must be performed by a lab with certification for wastewater E. coli. The supplier shall provide the owner with the certified parameter list issued by the accrediting agency to the lab performing the E. coli analyses.

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 in order 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.**

**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. S121 01 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: 2020-17

**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)****SUBMISSION DATE: Tuesday October 27, 2020, 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)  
(N.J.S.A. 52 :32-55, et seq.)

Required by OWNER	<i><b>The following items, as indicated below (X), shall be provided with the receipt of sealed bids.</b></i>	Initial each required entry and if required submit the item
X	Bid Proposal Forms	
X	Bidder Affidavit	
X	Statement of Liquidated Damages	
X	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
X	Return of Bid Security	
X	Statement of Ownership Disclosure Certification	
X	Acknowledgement of Receipt of Addenda, Corrections, Additions or Deletions Form	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration	
X	Debarred, Suspended and Disqualified Bidder Certification	
X	Bidder Client Reference Form	
X	Americans with Disabilities Act of 1990 Language Acknowledgement	
X	Affirmative Action Compliance Notice for Goods and Services Acknowledgement 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	
Required by OWNER	<i><b>The following items, as indicated below (✓), shall be provided with the receipt of Executed Contracts.</b></i>	Initial each required entry and if required
✓	Contract Documents	
✓	Required Insurance Documentation: Workers Compensation General Liability Automobile Liability Pollution Liability	



**BID PROPOSAL**  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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

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

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

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

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

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

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

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

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

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

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

*Please complete the following bid proposal sheets*

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**BID PROPOSAL FORM**

We the undersigned proposes to supply and deliver **Peracetic Acid (PAA)** including all freight and delivery charges as herein-before specified and to deliver upon order to the Owner at the following prices:

Approximately: 8,000-gallons delivered per year

**Term of Contract: One (1) year from January 1, 2021 to December 31, 2021**

Bulk Chemical Unit Price in words per gallon:

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents

Bulk Chemical Unit Price in numbers per gallon:

\$ \_\_\_\_\_

\_\_\_\_\_  
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 aforesaid quantities are estimated usage for the entire contract period and are to be used solely for comparative purposes. The actual quantities to be used 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: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**BIDDER'S AFFIDAVIT**

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

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

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

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

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

PROPOSAL (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**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:

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

Re: \_\_\_\_\_  
(Contractor)

Project Description:

**CONTRACT: 2020-17**

**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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

to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** a performance bond in the full amount  
(Owner)

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

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**RECEIPT FOR RETURN OF BID SECURITY**

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

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

PROJECT: **CONTRACT # 2020-17**

**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY

Bid Security Returned:    ☐ Certified Check No.: \_\_\_\_\_

☐ Bid Bond: \_\_\_\_\_

☐ Cashier's Check No.: \_\_\_\_\_

                                 In the Amount of: \$ \_\_\_\_\_

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**  
**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.

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

**PART IV CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that the Mount Holly Municipal Utilities Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Mount Holly Municipal Utilities Authority to notify the Mount Holly Municipal Utilities Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Mount Holly Municipal Utilities Authority to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Full Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROPOSAL (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**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.

NAME: \_\_\_\_\_  
(Type or print)

TITLE: \_\_\_\_\_  
(Type or print)

SIGNATURE: \_\_\_\_\_

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.

NAME: \_\_\_\_\_  
(Type or print)

TITLE: \_\_\_\_\_  
(Type or print)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss

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

of the firm of \_\_\_\_\_ the Bidder making the submission  
to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT: 2020-17,**  
and that I executed the said proposal with full authority to do so that said; that said Firm has not, directly or  
indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of  
fair and open competition in connection with the above named service; and that all statements contained in said  
submission and in this affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY**  
**MUNICIPAL UTILITIES AUTHORITY** relies upon the truth of the statements contained in said submission and  
in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,  
except bona fide employees or bona fide established commercial or selling agencies maintained by:

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

Subscribed and sworn to before me this day this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public of

My Commission expires: \_\_\_\_\_

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**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.

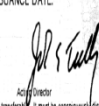
Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration 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:	1000907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE 400 BOX 302 TRENTON, N.J. 08646-0302
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-21)		This Certificate is NOT assignable or transferable. It must be correspondingly displayed at above address.

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER CERTIFICATION**

STATE OF \_\_\_\_\_

**CONTRACT: 2020-17**

: ss.

COUNTY OF \_\_\_\_\_

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

I am the (title) \_\_\_\_\_ of \_\_\_\_\_,  
the bidder submitting the Proposal for the above named work; that I executed the Proposal with full  
authority to do so; that said bidder at the time of making of this bid, (as applicable, insert "is" or "is  
not") \_\_\_\_\_ included on the State of New Jersey, State Treasurer's List of Debarred,  
Suspended and Disqualified Bidders; and that all statements contained in the Proposal and in this  
affidavit are true and correct, and made with the full knowledge that Local Unit relies upon the truth of  
the statements contained in the Proposal and in the statements contained in this affidavit in awarding  
the contract for said work.

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

The undersigned understands that a contractor is subject to debarment, suspension and/or  
disqualification in contracting with the State of New Jersey if the Contractor, pursuant to N.J.A.C. 7:1-  
5.2, commits any of the acts listed therein, as defined by applicable law and regulation.

\_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**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.**

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**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. S121 01 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.

COMPANY/FIRM: \_\_\_\_\_

\_\_\_\_\_  
Full Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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

The successful 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:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information	<b>Give Form to the requester. Do not send to IRS</b>
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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)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></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>	<b>Social security number</b>																				or										<b>Employer identification number</b>																			
<b>Social security number</b>																																																			
or																																																			
<b>Employer identification number</b>																																																			
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.																																																			

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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.	

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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<b>General Instructions</b> 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 <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.	<ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>
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PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

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: 2020-17**, 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.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public of:

My Commission Expires:



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

**THIS FORM OR ITS PERMITTED FACSIMILE MUST BE SUBMITTED TO THE LOCAL UNIT  
NO LATER THAN 10 DAYS PRIOR TO THE AWARD OF THE CONTRACT.**

**Part I –Proposer Firm Information**

Firm Name:			
Address:	City:	State:	Zip:

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

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

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

☐ **Check here if disclosure is provided in electronic form.**

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

**County Name:** Burlington

**State:** Governor, and Legislative Leadership Committees

**Legislative District #s:** 7, 8, 9, & 30 (State Senator and two members of the General Assembly per district.)

**County:** Freeholders County Clerk Sheriff Surrogate

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

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

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification.

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

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Do not enter PIN as a signature**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

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

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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 PERACETIC ACID (PAA)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. 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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner's Compliance Officer setting forth provisions of this nondiscrimination clause;
- ii. 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 or sex;
- iii. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner's Compliance 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.
- iv. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

1. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its Affirmative Section obligations under this contract and in accordance with the rules promulgated by the

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

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

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

(d) The Contractor or subcontractor agrees that nothing contained in (c) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship

program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (c) above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

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

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

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

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

**For MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:**

**OWNER:**

Attest: \_\_\_\_\_  
Brandy C. Boyington, Secretary

By: \_\_\_\_\_  
Jules K. Thiessen, Chairman

(SEAL)

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Contracting Firm

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Principal of Contracting Firm

(SEAL)

CONTRACT (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT: 2020-17  
SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)

**ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN**

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

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

\_\_\_\_\_  
Notary Public

(SEAL)

**ACKNOWLEDGMENT OF AUTHORITY SECRETARY**

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

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

\_\_\_\_\_  
Notary Public

(SEAL)

CONTRACT (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-17**  
**SUPPLY AND DELIVERY OF PERACETIC ACID (PAA)**

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(SEAL)

**ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP**

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

\_\_\_\_\_  
Notary Public

(SEAL)

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(SEAL)