

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

ALUMINUM SULFATE 8.3% AL_2O_3 SOLUTION SUPPLY

THIS AGREEMENT (also referred to herein as the Contract and all references to Agreement or Contract includes the Technical Specifications) is entered into as of the 14th day of March, 2024 by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and CHEMTRADE CHEMICALS US, LLC., (hereinafter referred to as the "CONTRACTOR") with principal offices located at 90 East Halsey Road, Suite 200, Parsippany, NJ 07054.

WITNESSETH:

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

ARTICLE I

SCOPE AND COST OF WORK

The CONTRACTOR shall supply Aluminum Sulfate 8.3% solution in accordance with the Public Bid Specifications dated February 29, 2024, and subject to additions and deductions as provided in the Contract Documents for months 1 – 12 at the price of \$1.2150/gallon and in the event that the Authority exercises its option to extend the Contract for months 13-24 at the price of \$1.2150/gal, attached hereto and made a part hereof. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. The Contract Time shall be for a term of twelve (12) months beginning April 8, 2024 and to extend the contract for an additional twelve (12) month period, subject to the availability of financing. The Authority will provide thirty (30) days' written notice prior to the expiration of the first (12) month period if it exercises its option to extend this Contract. CONTRACTOR agrees that the

Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

Section 3.6 Liquidated Damages. If the Contractor cannot, at any time, meet any provision of the Contract and its specifications, the Contractor shall inform the Authority's Executive Director of the Authority in writing. If in the opinion of the Authority, the Contractor's failure to meet these requirements was the fault of the Contractor, then the Contractor shall be liable up to \$50.00 per day for each day any provision was not met. This shall be treated as liquidated damages and not as a penalty.

ARTICLE IV

INSURANCE

Section 4.1 Insurance

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

Specifically, Contractor, at a minimum, shall provide the following insurance:

General Liability, including Products/Completed Operations: Limit \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

Commercial Umbrella Coverage: \$2,000,000

Workers' Compensation Insurance: statutory limits

Additional Insurance

The Contractor shall provide the following insurance and shall have the Authority named as additional insured on its policies.

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

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

The Contractor shall cause Rockaway Valley Regional Sewerage Authority (RVRSA) to be named as an additional insured on its policy or coverage required by this Contract, and a certification of insurance evidencing the required insurance shall be filed

by the Contractor with the Executive Director of the Authority. If the Contractor is self-insured, the Contractor shall provide the Authority proof of its self-insurance and provide a Certification of Self-Insurance as required by this Section.

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

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the Authority against any and all losses, cost, damage, claim, expense, or any liability whatsoever, including attorney fees, however, arising or incurred, alleging damages to property or injury to or debt to any person arising out of or attributable to the Contractor's performance or non-performance of the Contract, or arising out of the Contractor's non-compliance with the Americans with Disabilities Act.

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. Upon delivery to the Authority of the equipment, material, supplies, and/or services and the submission of a properly completed voucher, the Contractor shall submit invoices for payment for the work provided by the 10th of the month and the Authority shall present invoices for approval by its Board at the next scheduled regular meeting. The Authority shall make payment of the invoice within a reasonable time thereafter in accordance with its customary payment procedures. However, notwithstanding the foregoing, in the event that the Authority disputes or contests an invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment will be made at the next regular meeting of the Authority upon delivery and acceptance of the equipment, material, supplies, and/or services and the submission of a properly completed voucher.

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

ARTICLE VII

TERMINATION

Section 7.1 The Authority reserves the right to terminate the Contract upon thirty (30) days written notice should the service and materials not perform to the satisfaction of the Authority. The Contractor shall have no claim against the Authority, its Board Members, officers, employees and consultants for any claims, costs, losses, disruption, home office overhead, indirect or impact claims, loss of profit, or any other damages resulting from a termination of the Contract by the Authority. In the event of a termination by the Authority, the Contractor shall be paid for all work completed by the Contractor to the date of termination, to the extent that the invoice for such work is not disputed by the Authority.

Section 7.2 Notwithstanding the provisions of Section 7.1, should the Contractor fail to strictly adhere to the Contract, deliver materials or supplies not meeting specifications, or be negligent or tardy in an unwarranted manner, the Authority reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new contract, while reserving to itself all rights for damages incurred. Nothing herein shall limit any additional rights or warrants under this Contract or applicable law.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the Authority, and any purported assignment without such consent shall be null and void and without effect.

Section 8.2 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.3 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to

such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.4 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 8.5 Notices. All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

To the CONTRACTOR:
Parul Kachhia-Patel, Marketing Specialist
CHEMTRADE CHEMICALS US, LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054
800-441-2659

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

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

Section 8.6 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

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

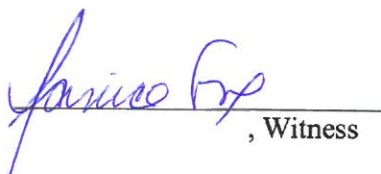
ATTEST:


ELIZABETH RYNO, Witness

CHEMTRADE CHEMICALS US, INC

By:  Date: 3/22/2024
PARUL KACHHIA-PATEL
MARKETING SPECIALIST

ATTEST:


, Witness

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By:  Date: 3/25/24
JoAnn Mondsini, Executive Director

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,

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

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

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

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

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

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

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

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2023

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

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

PRODUCER
MARSH USA, LLC.
9830 Colonnade Blvd, Suite 410
San Antonio, TX 78230

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

CN102200184-STND-GAWUL-23-24

INSURED
Chemtrade Holdco US Inc
90 E Halsey Road
Parsippany, NJ 07054

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Berkley National Insurance Company

38911

INSURER B : Liberty Mutual Insurance Company

23043

INSURER C : N/A

N/A

INSURER D : N/A

N/A

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

HOU-003618289-15

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AGN 5700000-13	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS1-B71-072790-063 AOS AS1-B71-072790-073 CA	05/01/2023 05/01/2023	05/01/2024 05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WA2-B7D-072790-083 AOS WC2-B71-072790-013 WI	05/01/2023 05/01/2023	05/01/2024 05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Rockaway Valley Regional Sewerage
Authority
RD #1, 99 Greenbank Road
Boonton, NJ 07005

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CHEMTRADE CHEMICALS CORPORATION	
	2 Business name/disregarded entity name, if different from above CHEMTRADE CHEMICALS US LLC (74-3104940)	
	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 checked="" 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) ▶ 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. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 90 EAST HALSEY ROAD, SUITE 200	
	6 City, state, and ZIP code PARSIPPANY, NJ 07054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	2	-	2	6	8	9	8	1 7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Date ▶ 3/22/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**LEGAL NOTICE
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
NOTICE TO BIDDERS**

SEALED BIDS will be received on **February 29, 2024** at the offices of the Rockaway Valley Regional Sewerage Authority at 99 Greenbank Road, Township of Parsippany-Troy Hills, County of Morris, New Jersey up until **11:00 A.M.** prevailing time, at which time bids will be publicly opened and read aloud for the following:

SUPPLY OF ALUMINUM SULFATE 8.3% AL₂O₃ SOLUTION

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

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

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

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

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

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

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

/s/

JoAnn Mondsini
Executive Director

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Section I – Item No. 1

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

BID DOCUMENT CHECKLIST

The Bidder must initial all the items as listed below:

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

Bidders must initial that documents below have been reviewed by bidder

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

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

Section I - Item No. 2

**BID PROPOSAL FORM
FOR**

SUPPLY OF ALUMINUM SULFATE 8.3% AL_2O_3 SOLUTION

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

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

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

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

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

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

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

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

ITEM 2a – BID PROPOSAL FORM

SUPPLY OF ALUMINUM SULFATE 8.3% SOLUTION

12-Month Contract

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

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

COMMERCIAL NAME OF PRODUCT: LIQUID ALUMINUM SULFATE

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (1 st – 12 th Month)	\$/GALLON	*\$1.2150
SUBTOTAL EVALUATED BID PRICE** 100,000*** GALLONS/YR X UNIT PRICE =		\$ 121,500.00
TOTAL EVALUATED BID PRICE (12-Month Contract)**		
ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (Amount in Words)		

*FOR CONVERSION PURPOSES ONLY, PRICE EQUATES TO \$450.00 PER DRY TON.

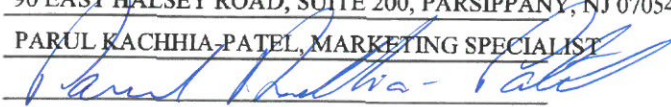
* The unit price bid shall include shipping, delivery and pickup. The destination of delivery is 99 Greenbank Road, Parsippany Troy Hills, NJ. The bid price shall be by gallon of liquid product furnished.

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

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

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

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

COMPANY: CHEMTRADE CHEMICALS US LLC
ADDRESS: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
PRINT NAME/TITLE : PARUL KACHHIA-PATEL, MARKETING SPECIALIST
SIGNATURE: 
DATE: FEB 16, 2024
TELEPHONE: 800-441-2659

ITEM 2b – BID PROPOSAL FORM

SUPPLY OF ALUMINUM SULFATE 8.3% SOLUTION

24-Month Contract

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

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

COMMERCIAL NAME OF PRODUCT: LIQUID ALUMINUM SULFATE

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (1 st – 12 th Month)	\$/GALLON * <u>\$1.2150</u>
SUBTOTAL EVALUATED BID PRICE: 100,000*** GALLONS/YR X UNIT PRICE = \$ <u>121,500.00</u>	

UNIT PRICE OF PRODUCT DOLLARS/GALLON* (13 th – 24 th Month)	\$/GALLON * <u>\$1.2150</u>
SUBTOTAL EVALUATED BID PRICE: 100,000*** GALLONS X UNIT PRICE = \$ <u>121,500.00</u>	

*FOR CONVERSION
PURPOSES ONLY, PRICE
EQUATS TO \$450.00 PER
DRY TON

TOTAL EVALUATED BID PRICE (24 Month Contract)**

**GRAND TOTAL \$ 243,000.00

TWO HUNDRED FORTY-THREE THOUSAND DOLLARS & ZERO CENTS

(Amount in Words)

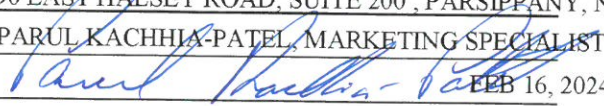
* The unit price bid shall include shipping, delivery, and pickup. The destination of delivery is 99 Greenbank Road, Parsippany Troy Hills, NJ. The bid price shall be by gallon of liquid product furnished.

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

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

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

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

COMPANY: CHEMTRADE CHEMICALS US LLC
ADDRESS: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
PRINT NAME/TITLE : PARUL KACHHIA-PATEL, MARKETING SPECIALIST
SIGNATURE & DATE:  FEB 16, 2024
TELEPHONE: 800-441-2659

PLEASE SEE ATTACHED BID BOND

Section I – Item No. 3

BID SECURITY/BID BOND FORM

This Proposal, being submitted by CHEMTRADE CHEMICALS US LLC Company or Corporation is accompanied by bid security, either in the form of a certified check or cashier's check on the _____ Bank of _____ in the _____ Dollars or a Bid Bond in the amount of 10% OF PROPOSAL PRICE Dollars guaranteed by the undersigned as Bidder and BERKLEY INSURANCE COMPANY as Surety.

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

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

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

Section I – Item No. 4

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of

Organization: CHEMTRADE CHEMICALS US LLC

Organization

Address: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

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
CHEMTRADE LOGISTICS INCOME FUND (INDIRECT PARENT)	155 GORDAN BAKER ROAD, SUITE 300 TORONTO, ON M2H 3N5

**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.**

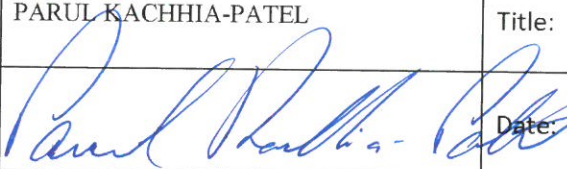
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
pg. 4 - 2023 Annual Information Form	
https://www.chemtradelogistics.com/investors/#financial-reports	

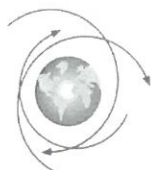
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure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

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

Part IV Certification

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

Full Name (Print):	PARUL KACHHIA-PATEL	Title:	MARKETING SPECIALIST
Signature:		Date:	FEBRUARY 16, 2024



STOCKHOLDER INFORMATION

- Chemtrade Chemicals Corporation (stockholder in Chemtrade Chemicals US LLC) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade GCC Holding Company (stockholder in Chemtrade Chemicals Corporation) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade Delaware Inc. (stockholder in Chemtrade GCC Holding Company) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade Water Chemicals Inc. (stockholder in Chemtrade Delaware Inc.) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade Finance Inc. (stockholder in Chemtrade Water Chemicals Inc.) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade Holdco US Inc. (stockholder in Chemtrade Finance Inc.) - 90 East Halsey Road, Parsippany, NJ 07054
- Chemtrade Logistics Inc. (stockholder in Chemtrade Holdco US Inc.) - 155 Gordon Baker Road, Suite 300, Toronto, ON M2H 3N5
- Chemtrade Logistics Income Fund (stockholder in Chemtrade Logistics Inc.) - 155 Gordon Baker Road, Suite 300, Toronto, ON M2H 3N5

If you require any other additional information, please feel free to contact me.

Sincerely,

Parul Kachhia-Patel
Marketing Specialist
Phone: 800-441-2659 ext 1855
Email: bids@chemtradelogistics.com

Section I – Item No. 5

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MORRIS

~~XX~~ 74-3104940

I, PARUL KACHHIA-PATEL residing in ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
(name of affiant) (name of municipality)

in the County of MORRIS and State of NEW JERSEY of full

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

I am MARKETING SPECIALIST of the firm of CHEMTRADE CHEMICALS US LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the project entitled

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

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

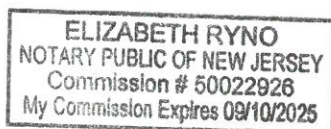
Subscribed and sworn to
before me this day

FEBRUARY 16, 2024

(Signature of bidder)

Notary public of PARUL KACHHIA-PATEL, MARKETING SPECIALIST
(Type or print name of affiant under signature)

My commission expires _____



Section I – Item No. 6

Certificate of Insurance

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

EQUIPMENT CERTIFICATION

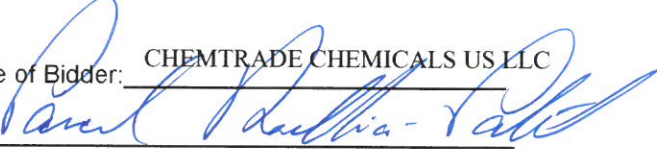
The undersigned Bidder hereby certifies as follows:

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

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

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

Name of Bidder: CHEMTRADE CHEMICALS US LLC

By: 
(Signature)

Name: PARUL KACHHIA-PATEL

Title: MARKETING SPECIALIST

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

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

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

Section I – Item No. 7

Table 1

LIST OF EQUIPMENT OWNED OR CONTROLLED BY BIDDER

[illegible]

(Attach additional sheets if necessary)

NOT APPLICABLE

Section I – Item No. 7

Table 2

LIST AND CERTIFICATION OF EQUIPEMNT NOT OWNED OR CONTROLLED BY BIDDER

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

(Name of Bidder)

(Name of Owner or Controller)

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

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

(Attach additional sheets as necessary)

Section I – Item No. 8

NON-DISCRIMINATION CERTIFICATION

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

I, PARUL KACHHIA-PATEL certify that:

- (a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- (b) I, nor any persons on my behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- (c) I acknowledge that there may be deducted from the amount payable to the contractor by the Rockaway Valley Regional Sewerage Authority, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- (d) That this contract may be canceled or terminated by the Rockaway Valley Regional Sewerage Authority, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Rockaway Valley Regional Sewerage Authority of any prior violation of this section of the contract.

CHEMTRADE CHEMICALS US LLC

(Name of Contractor or Subcontractor)



(Signature) PARUL KACHHIA-PATEL

MARKETING SPECIALIST

(Title)

FEBRUARY 16, 2024

(Date)

STATE OF NJ BUSINESS REGISTRATION CERTIFICATE

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

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

Additionally, N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

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

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

During the term of the Contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:34B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State of New Jersey.

Section I – Item No. 11

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

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

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

OR

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

OR

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

AND/OR

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

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

The following questions must be answered by all bidders:

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

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

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

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

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

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE: 

PARUL KACHHIA-PATEL

TITLE: MARKETING SPECIALIST

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

Section 1 – Item No. 12

Bidder: CHEMTRADE CHEMICALS US LLC

Date: FEBRUARY 16, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1

BIDDER/PROPOSER 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/proposers 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 EITHER 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 in Part 3 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 in Part 3 below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions can 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 information below.

PLEASE PROVIDE THOROUGH INFORMATION. IF YOU NEED TO MAKE
ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name: _____ Relationship to _____

Bidder/Vendor: _____

Description of Activities

Duration of Engagement: _____

Anticipated Cessation Date (as applicable): _____

Bidder/Vendor _____

Contact Name _____ Contact Phone Number _____

PART 3

ALL BIDDERS/PROPOSERS MUST COMPLETE THE CERTIFICATION BELOW

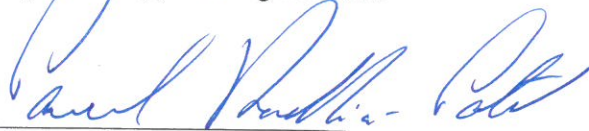
CERTIFICATION

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Rockaway Valley Regional Sewerage Authority ("RVRSA") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contract with the RVRSA to notify the RVRSA in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the RVRSA and that the RVRSA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) PARUL KACHHIA-PATEL

Signature



Title MARKETING SPECIALIST

Date FEBRUARY 16, 2024

Bidder/Vendor CHEMTRADE CHEMICALS US LLC

Section I – Item No. 13

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor and the Owner do hereby agree that the provision of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Agreement, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expenses to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense. The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this Paragraph. It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

FEDERAL LABOR STANDARDS AND FEDERAL WAGE RATES

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

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

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

0.41 State Wage Rates and Contractor Registration

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

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

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

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

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

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

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

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

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

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

Section II – Item No. 1

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation may be deemed just cause for rejection of bid as being non-responsive and not meeting specifications.
2. The term of this agreement shall be 12-months or 24-months from the date of execution of a contract between Bidder and RVRSA.
3. The RVRSA reserves the right to terminate the contract with 30 days written notice should the service and materials not perform to the satisfaction of the RVRSA. The Successful Bidder shall have no claim against the RVRSA, its Board Members, officers, employees and consultants for any claims, costs, losses, disruption, home office overhead, indirect or impact claims, loss of profit, or any other damages resulting from a termination of the contract by RVRSA. In the event of a termination by RVRSA, the Successful Bidder shall be paid for all work completed by successful Bidder to the date of termination, to the extent that the invoice for such work is not disputed by the RVRSA.
4. Proposals shall be on forms supplied by the RVRSA.
5. Every bid must be accompanied by a Bid Guarantee consisting of a Certified Check, Money Order, or Bid Bond in the amount of ten (10%) percent of the total net bid but not to exceed \$20,000, made payable to the RVRSA. All certified and cashier's checks and bid bonds submitted with bids herein will be returned within 10 days of the receipt of bids to the person making the bid except those made by the three lowest responsible bidders. If the bidder to whom a Contract award is made executes the Contract and furnishes the required Bonds for the performance of the Contract within (10) days after notice to do so, such security will be returned. All remaining deposits will be returned within three (3) days after the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

The contractor is hereby also made aware that all facilities of the Authority are non-smoking, drug-free and hard hat areas.
15. The price bid shall include delivery and be exclusive of all Federal, State, or local taxes, from which the RVRSA is exempt. **The price indicated in the bid shall include delivery to RVRSA located at 99 Greenbank Road, Parsippany Troy Hills, New Jersey.**
16. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the Executive Director of the RVRSA prior to the specified time of the bid opening. No bid may be withdrawn after the specified opening time and date. All bids become the property of the RVRSA and will not be returned to the bidders.
17. Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to or exceed the standard described and be of the same or better reputation for quality and workmanship.
18. Should the bidder wish to state any exceptions and/or substitutions to these requirements and/or specifications, he must do so on company letterhead. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions with his bid on company letterhead. All exceptions and/or substitutions must be neatly printed in ink or typed. It shall be understood that if no exception and/or substitution is taken, the successful bidder shall supply all equipment exactly as specified.
19. The RVRSA reserves the right to reject any or all bids or any part thereof and to waive any irregularities or informalities in the bid or bidding procedures.
20. The RVRSA will award the bid and return all bid security in accordance with the N.J. Local Public Contracts Law.
21. Successful bidder shall return the signed contract within ten (10) days of notification of award and receipt of form of contract.

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

	<u>Name</u>	<u>Contract</u>	<u>Telephone #</u>
1.	PLEASE SEE ATTACHED REFERENCE SHEET		
2.			
3.			

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

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

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

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

Commercial Umbrella Coverage - \$2,000,000

Workers' Compensation Insurance – statutory limits.

Additional Insurance

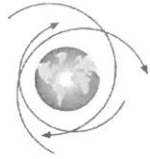
The bidder shall provide the following insurance and shall have the RVRSA named as additional insured on its policies. The Bidder is the contractor referenced below.

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

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

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

31. The Contractor/supplier/manufacture shall meet, and certify to, the following qualifications at the time of receipt of quotes/bids:
- a) Minimum of five (5) years' experience in the supplying/manufacturing of the product.
 - b) Ownership or ability to obtain use of equipment required to complete the work as per the specifications.



CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054

Tel: 800-441-2659

Fax: 973-515-4461

www.chemtradelogistics.com

REFERENCES

The following is a list of 3 customers Chemtrade Chemicals currently supplies Liquid Aluminum Sulfate for the 2023 and 2024 calendar years (and prior). If you need additional references, please do not hesitate to contact us and we can provide more information.

City of New Brunswick
78 Bayard Street
New Brunswick, NJ 08903
Contact: Marie James
Phone: (732) 745-5022
Email: mjames@cityofnewbrunswick.org

Hackettstown Municipal Utilities Authority
424 Hurley Drive
Hackettstown, NJ 07840
Contact: Kathleen Corcoran
Phone: 908-852-3622
Email: kcocoran@hmua.com

Morris County Co-op
502 Milbrook Avenue
Randolph, NJ 07869
Contact: Jenny Lambert
Manager/Engineer
Phone: 973-989-7059
Email: jlambert@randolphnj.org

Section II – Item No. 2

TECHNICAL SPECIFICATIONS

SUPPLY OF ALUMINUM SULFATE 8.3% SOLUTION

PRODUCT AND QUALITY

The estimated quantity is 219,000 gallons per year of eight-point three percent (8.3% Al_2O_3) Aluminum Sulfate Solution. The Aluminum Sulfate Solution shall meet all the standards of the AWWA.

EQUIPMENT REQUIREMENTS

Any special equipment or modifications needed (other than that presently existing at the Plant) shall be supplied by the contractor at no additional cost to the Authority. Any modifications or special equipment required shall be subject to the approval of the Authority. All related costs to furnishing, installing, and removing the modifications or equipment at the conclusion of the contract shall be at the expense of the bidder.

It is mandatory that the successful bidder supply the eight-point three percent (8.3% Al_2O_3) Aluminum Sulfate Solution via tank truck in quantities of approximately 4,000 gallons (Bulk Delivery) to be discharged into the RVRSA's Aluminum Sulfate storage tank. Please note the destination specified in the DELIVERY section.

DELIVERY

Destination of delivery is to the RVRSA, located at 99 Greenbank Road, Parsippany Troy Hills, New Jersey. Should the contractor fail to make deliveries when ordered, the Authority shall have the right to procure Aluminum Sulfate from the next lowest bidder. Prior to taking such action, the Authority shall attempt to notify the bidder using company contact information provided.

Storage capacity and actual usage, as determined by the Authority, shall be the determining factors in ordering or re-ordering the bidder's product.

The number of deliveries or the amount to be delivered shall be determined by the Authority and such delivery requirements will not affect the unit price for the Aluminum Sulfate Solution.

Delivery is to be made by truck. All deliveries shall be capable of being handled with the existing equipment at the treatment plant site or additional equipment shall be provided at no additional cost by the successful bidder. The Authority shall give reasonable notice (in no case less than 48-hour notice) to the contractor when reordering the Aluminum Sulfate Solution.

Delivery shall be made promptly (within 48-hours) when the material is ordered, and every effort shall be made to ensure the material reaches the Authority at the proper time.

Time of arrival of the truck at the Authority shall be no earlier than 7:00 AM or no later than 2:30 PM. Late arrival may be cause for not accepting the delivery on the day specified. Any cost incurred due to non-acceptance for this reason will be the sole responsibility of the contractor.

Spills, which occur as a result of incorrect delivery, are the responsibility of the contractor and are to be taken care of immediately. Any environmental fines, incurred as a result of such spills will be deducted from monies due the contractor. If there are no monies due, a claim may be submitted to the bonding company.

TECHNICAL SERVICES AND TRAINING

The vendor is to provide an Aluminum Sulfate Safety and Training DVD within 90 days of the commencement of the contract.

Current product Safety Data Sheet and facility storage tank (container) labelling shall be provided upon acceptance of the contract by both parties.

The unit bid price shall include any special equipment or modifications supplied by the Contractor, delivery charges, and the costs of technical services training.

EMERGENCY TELEPHONE NUMBERS

Once the contract is awarded, the Contractor will be required to provide the Authority with the proper telephone numbers to be used in the event of an Aluminum Sulfate emergency during any hour of the day or night.



DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel: Lisa Brownlee: Paul Peters: Elizabeth Ryno: Leilina Gossa:
Christine LaSala: Delana Peralta: Michele Schroeder: Marie-Josée Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 21st day of February, 2023

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 21st day of February, 2023.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Chemtrade Chemicals US LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

Bond No. CHEM2-21-24-1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Rockaway Valley Regional Sewerage Authority
RD #1, 99 Greenbank Road
Boonton, NJ 07005

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Supply Aluminum Sulfate

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2024.

(Witness)

Chemtrade Chemicals US LLC

(Principal)

(Seal)

By:

(Title) Parul Kachhia-Patel Marketing Specialist

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) Renee A. Manhy Attorney-in-Fact

Acknowledgment by Corporation

STATE OF New Jersey

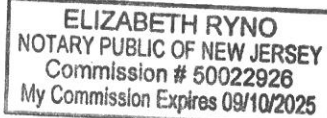
COUNTY OF Morris

On this 26 day of Feb, 2024, before me personally appeared Parul Kachhia-Patel, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the Marketing Specialist of Chemtrade Chemicals US LLC, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Elizabeth Ryno
_____, Notary Public

State of _____
County of _____
My Commission Expires: _____



Acknowledgment by Surety

STATE OF New York

COUNTY OF Albany

On this 20th day of February, 2024, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Jennifer S. Vanat
_____, Notary Public

State of _____
County of _____

My Commission Expires: _____

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin J. Garrity; Renee A. Manny; Audrey J. Daniels; Vikki L. LaVean; Christopher Terzian; John F. Murray, Jr.; or Jennifer Susan Vanat of NFP Property & Casualty Services, Inc. of Albany, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of September, 2022.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of September, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of February, 2024.



Vincent P. Forte
Vincent P. Forte

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J. S.A. 2A:44-143

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S.17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2022**, which amounts have been certified by the Certified Public Accountant listed below:

KPMG, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$8,330,587,110

(3a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U. S. C. §9305, the underwriting limitation established therein on **July 1, 2023** is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$717,168,000

(3b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the

United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of **July 1, 2023** is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

4) The amount of the bond to which the statement and certification is attached is \$ **10% of the amount bid**

5) If by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

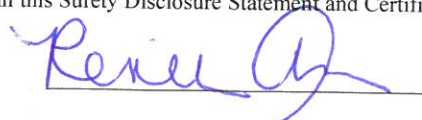
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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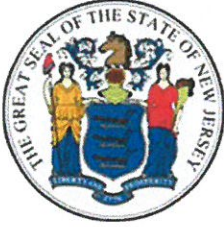
and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993,c.243(C.17:51:B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Renee A. Manny**, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.

_____, Attorney-in-Fact



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **32603**

THIS IS TO CERTIFY THAT THE **BERKLEY INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 18 - Livestock
- 19 - Smoke or Smudge
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 21 - Radioactive Contamination
- 22 - Mechanical Breakdown/Power Failure
- 26 - Accident and Health
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage

23 - Other (P/C)
27 - Municipal Bond



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: BERKLEY INSURANCE COMPANY NAIC COMPANY CODE: 32603

STATUTORY HOME ADDRESS:
CORPORATION TRUST CENTER
1209 ORANGE STREET
WILMINGTON, DE 19801

SPECIAL CONDITIONS:

Certificate: LOB 23-Other (P/C): Municipal Bonds.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2022

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 13,748,920
Common & Preferred Stocks	5,444,146
Cash & Short Term Investments	1,220,600
Premiums Receivable	2,409,952
Other Assets	<u>4,173,176</u>

<u>Total Admitted Assets</u>	<u>\$ 26,996,794</u>
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Liabilities & Surplus

Loss & LAE Reserves	\$ 13,487,428
Unearned Premium Reserves	4,200,566
Other Liabilities	<u>978,212</u>

<u>Total Liabilities</u>	<u>\$ 18,666,206</u>
--------------------------	----------------------

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,949,106
Unassigned Surplus	<u>5,338,471</u>

<u>Total Policyholders' Surplus</u>	<u>\$ 8,330,587</u>
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<u>Total Liabilities & Surplus</u>	<u>\$ 26,996,794</u>
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Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Aaron Pearce
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

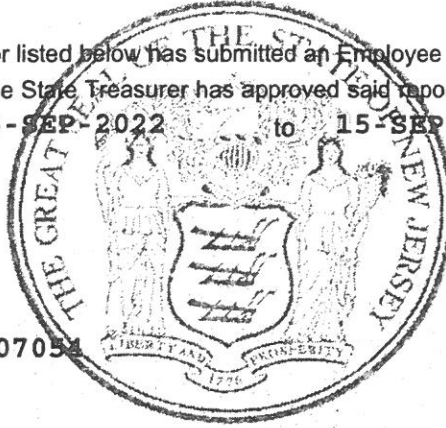
Certification 4099

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

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

**CHEMTRADE LOGISTICS
90 EAST HALSEY ROAD
PARSIPPANY**

NJ 07054



Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
State Treasurer**

03/18/14

Taxpayer Identification# 743-104-940/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
CHEMTRADE CHEMICALS US LLC

ADDRESS:
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713
EFFECTIVE DATE:

12/10/03

TRADE NAME:

SEQUENCE NUMBER:

1032046

ISSUANCE DATE:

03/18/14

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
RATE 7% EFFECTIVE JULY 15, 2008

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10 ..	None	\$5.91 to \$6.10 ..	\$0.42
0.11 to 0.19 ..	\$0.01	6.11 to 6.19 ..	.43
0.20 to 0.32 ..	.02	6.20 to 6.32 ..	.44
0.33 to 0.47 ..	.03	6.33 to 6.47 ..	.45
0.48 to 0.62 ..	.04	6.48 to 6.62 ..	.46
0.63 to 0.77 ..	.05	6.63 to 6.77 ..	.47
0.78 to 0.90 ..	.06	6.78 to 6.90 ..	.48
0.91 to 1.10 ..	.07	6.91 to 7.10 ..	.49
1.11 to 1.19 ..	.08	7.11 to 7.19 ..	.50
1.20 to 1.32 ..	.09	7.20 to 7.32 ..	.51
1.33 to 1.47 ..	.10	7.33 to 7.47 ..	.52
1.48 to 1.62 ..	.11	7.48 to 7.62 ..	.53
1.63 to 1.77 ..	.12	7.63 to 7.77 ..	.54
1.78 to 1.90 ..	.13	7.78 to 7.90 ..	.55
1.91 to 2.10 ..	.14	7.91 to 8.10 ..	.56
2.11 to 2.19 ..	.15	8.11 to 8.19 ..	.57
2.20 to 2.32 ..	.16	8.20 to 8.32 ..	.58
2.33 to 2.47 ..	.17	8.33 to 8.47 ..	.59
2.48 to 2.62 ..	.18	8.48 to 8.62 ..	.60
2.63 to 2.77 ..	.19	8.63 to 8.77 ..	.61
2.78 to 2.90 ..	.20	8.78 to 8.90 ..	.62
2.91 to 3.10 ..	.21	8.91 to 9.10 ..	.63
3.11 to 3.19 ..	.22	9.11 to 9.19 ..	.64
3.20 to 3.32 ..	.23	9.20 to 9.32 ..	.65
3.33 to 3.47 ..	.24	9.33 to 9.47 ..	.66
3.48 to 3.62 ..	.25	9.48 to 9.62 ..	.67
3.63 to 3.77 ..	.26	9.63 to 9.77 ..	.68
3.78 to 3.90 ..	.27	9.78 to 9.90 ..	.69
3.91 to 4.10 ..	.28	9.91 to 10.10 ..	.70*
4.11 to 4.19 ..	.29	Over \$1070*
4.20 to 4.32 ..	.30	Over \$20	1.40*
4.33 to 4.47 ..	.31	Over \$30	2.10*
4.48 to 4.62 ..	.32	Over \$40	2.80*
4.63 to 4.77 ..	.33	Over \$50	3.50*
4.78 to 4.90 ..	.34	Over \$60	4.20*
4.91 to 5.10 ..	.35	Over \$70	4.90*
5.11 to 5.19 ..	.36	Over \$80	5.60*
5.20 to 5.32 ..	.37	Over \$90	6.30*
5.33 to 5.47 ..	.38	Over \$100	7.00*
5.48 to 5.62 ..	.39	Over \$200	14.00*
5.63 to 5.77 ..	.40	Over \$300	21.00*
5.78 to 5.90 ..	.41	Over \$400	28.00*

* On amounts above \$10.00, the tax shall be \$0.07 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (7-06)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.

If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-6205) at:

State of New Jersey Division of Taxation P.O. Box 252 Trenton, N.J. 08646-0252 (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

743-104-940/000

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

CHEMTRADE CHEMICALS US LLC
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

Tax Registration No.: XXX-XXX-940/000

Tax Effective Date: 11-03-03

Document Locator No.: C0000079419

Date Issued: 03-18-14

Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CHEMTRADE CHEMICALS US LLC

Trade Name:

Address: 90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

Certificate Number: 1032046

Effective Date: December 10, 2003

Date of Issuance: March 18, 2014

For Office Use Only:

20140318113910539



AFFIRMATIVE ACTION PROGRAM (AAP) AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Chemtrade ("the Company") pursues a policy of equal employment opportunity and affirmative action. Equal employment opportunity is not only a legal and economic necessity, but also an extension of the Company's earnest desire to fulfill our role as a responsible citizen in the community. We strive to maintain an environment of social and business responsibility that responds to our employees, customers, suppliers, and communities. To ensure the success of our affirmative action program, we set realistic goals which are then measured and evaluated like other Company programs.

The Company takes affirmative action to implement equal employment opportunities for qualified employees and applicants for employment without regard to race, color, religion, age, sex, (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or national origin, service member status, physical or mental disability, genetic information, or citizenship status. This commitment includes, but is not limited to:

1. Recruiting, hiring, training and promoting persons in all job titles without regard to race, color, religion, age, sex, (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or national origin, service member status, physical or mental disability, genetic information, or citizenship status;
2. Managing employment matters so as to further the principle of equal employment opportunity;
3. Ensuring that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotion;
4. Ensuring that personnel actions such as compensation, benefits, transfer, layoff, Company-sponsored training, educational tuition assistance, and social and recreational programs are administered without regard to race, color, religion, age, sex, (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or national origin, service member status, physical or mental disability, genetic information, or citizenship status.
5. Ensuring that employees are not subject to harassment, intimidation, discrimination or retaliation because they engaged in or may engage in any of the following activities:

- (a) Filing a complaint;
- (b) Assisting or participating in an investigation, compliance review, hearing, or any other activity related to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974 (VEVRAA/Section 4212), Section 503 of the Rehabilitation Act of 1973 (Section 503) or any other federal, state or local law requiring equal opportunity;
- (c) Opposing any act or practice made unlawful by Executive Order 11246, VEVRAA/Section 4212, Section 503 or any federal, state, or local law requiring equal opportunity;
- (d) Exercising any other right protected by Executive Order 11246, VEVRAA/Section 4212, Section 503 or any other federal, state, or local law requiring equal opportunity.

To accomplish the above aims, the Company established specific accountabilities for carrying out Affirmative Action Policies and Programs. Our Affirmative Action Plan is available for inspection during normal business hours. Please contact Jerry Penick, EEO Coordinator, to make an appointment to review our plan. Each manager is expected to review present and future personnel policies and practices to ensure that equal employment opportunity is being actively implemented and that no employee or applicant for employment suffers from unlawful discrimination because of race, color, religion, age, sex, (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or national origin, service member status, physical or mental disability, genetic information, or citizenship status. Managers are held accountable for taking good-faith efforts to achieve any applicable goals.

The Company established a detailed reporting and monitoring system to measure the achievement of defined goals and reviews the effectiveness of its affirmative action plans at least annually. The Company and its management will further the principles of affirmative action and equal employment opportunity to ensure the full and best utilization of all our employees.



Vice President Human Resources



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2023

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

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

PRODUCER MARSH USA, LLC. 9830 Colonnade Blvd, Suite 410 San Antonio, TX 78230	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN102200184-STND-GAWUL-23-24	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley National Insurance Company INSURER B : Liberty Mutual Insurance Company INSURER C : N/A INSURER D : N/A INSURER E : INSURER F :
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054	NAIC # 38911 23043 N/A N/A N/A

COVERAGES **CERTIFICATE NUMBER:** HOU-003618289-15 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AGN 5700000-13	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS1-B71-072790-063 AOS AS1-B71-072790-073 CA	05/01/2023 05/01/2023	05/01/2024 05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WA2-B7D-072790-083 AOS WC2-B71-072790-013 WI	05/01/2023 05/01/2023	05/01/2024 05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Rockaway Valley Regional Sewerage
Authority
RD #1, 99 Greenbank Road
Boonton, NJ 07005

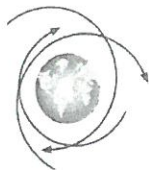
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist