

REQUEST FOR SEALED BIDS FOR GOODS & SERVICES CONTRACT

Contract No. 2021-10

SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB & CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM

BID DATE AND TIME:

Tuesday, June 8, 2021 at 10:00 a.m., prevailing time

NOTICE TO BIDDERS

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

Tuesday, June 8, 2021 at 10:00am, prevailing time

Contract No. 2021-10

SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB & CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM

The work includes the furnishing of all labor, materials and equipment necessary or required to complete all work set forth in **Section: XIV. TECHNICAL SPECIFICATIONS** to include design, supply, delivery and employee training.

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

Signed and sealed bid submittals, one (1) bound original hard copy of original submittal, one (1) unbound copy of original submittal and bid security must be made on the standard bid form in the manner designated in the bid documents, must be enclosed in a sealed envelope bearing the name and address of the bidder and the name and number of the contract identified on the outside, addressed to Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA), The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060 on or before **Tuesday, June 8, 2021 at 10:00am, prevailing time**. Late bids submittals will not be accepted or considered. The Authority assumes no responsibilities for bid submittals mailed or misdirected in delivery.

All properly sealed bid submittals will be publicly opened, announced and recorded on **Tuesday, June 8, 2021 at 10:00am, prevailing time** in the Authority's conference room located at 37 Washington Street Mount Holly, New Jersey.

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

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

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

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

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

COVID-19 PUBLIC BIDDING NOTICE

In accordance with the Governor's most recent Executive Orders regarding COVID-19 and social distancing requirements, The Mount Holly Municipal Utilities Authority (Authority) requests that bidders and respondents for Authority contracts **consider not attending upcoming bid openings in person** at the Authority offices at 37 Washington Street, Mount Holly, NJ 08060.

If bidders or respondents choose to attend, they must follow the Authority's COVID-19 protocols (temperature check, and complete a Customer, Visitor, & Other Individual Daily Physical Health Record) or they will not be permitted access to the building.

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

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

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

We thank you for your understanding and cooperation during these extraordinary times.

Robert G. Maybury, Jr., Executive Director

I. INSTRUCTIONS TO BIDDERS
PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING YOUR BID

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

DEFINITIONS

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

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

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

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

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

Owner - The Mount Holly Municipal Utilities Authority

Contractor or Vendor - The successful bidder who is awarded the contract by the Owner.

A. The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060-0486 (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Signed bid submittals, one (1) bound original hard copy of original submittal, one (1) unbound copy of original submittal and bid security:

- Must be made on the standard bid form in the manner designated in the bid documents
- Must be enclosed in a sealed envelope bearing the name and address of the bidder and the name and number of the contract identified on the outside and received by the Owner on or before **Tuesday, June 8, 2021 at 10:00am prevailing time.**
- All properly sealed bid submittals will be publicly opened, announced and recorded on the date and at the time and place indicated in the Notice to Bidders

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

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

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

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

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

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

G. Any explanation desired by Bidders regarding the meaning or interpretation of the drawings and specifications must be requested of the Owner in writing, with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation to the specifications or drawings will be furnished by the Owner in writing and delivered by either fax or email to all Bidders, and its receipt by the Bidder shall be acknowledged in their bid submittal.

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

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

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY

☒ A. BID GUARANTY

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

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

III. INTERPRETATION AND ADDENDA

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

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

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

Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.
3. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

E. Pre-Bid Conference

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

IV. GENERAL CONDITIONS

A. Contract Documents

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

B. Independent Vendor

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

C. Statement of Quantities

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

D. Defective Materials

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

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

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

V. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in these specifications are to acquaint Bidders with the type of goods desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to or exceed the standard described and be of the same or better quality. Variations between materials described and the materials offered are to be fully identified and described by the Bidder on a separate sheet and submitted with the bid submittal form. Material manufacturer or supplier's literature WILL NOT suffice in explaining a Bidder's exceptions to these specifications. In the absence of any changes by the Bidder, it shall be presumed and required that the materials as described in these specifications shall be delivered.

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

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

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

E. Wherever practical and economically advantageous to the Owner, recycled or recyclable products may be provided. Bidders must indicate in their bid submittal when recycled products are being offered; otherwise, it shall be presumed and required that new materials as described in the proposal be delivered.

F. In accordance with N.J.S.A. 40A:11-13(d), any proprietary goods or services that are stipulated in the specifications to be provided or performed, shall be provided or performed since the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded.

VI. INSURANCE AND INDEMNIFICATION

✓A. Insurance Requirements

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

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

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

2. General Liability Insurance

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

3. Automobile Liability Insurance

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

✓B. Certificates of the Required Insurance

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

✓C. Indemnification

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

VII. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax. For the term of this contract, a Vendor or a Vendor with a subcontractor that enters into a contract with the Owner, and each of the affiliates of the Vendor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.
- B. Estimated quantities are merely estimates and are given solely for the purpose of providing a uniform basis for comparison of bids. The Owner shall have the right to decrease or increase the quantities indicated in the specifications pursuant to N.J.A.C. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.** The Vendor shall only be paid the unit price for the quantities provided to the Owner under this contract.
- C. The Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require or issue same. The cost of obtaining all necessary permits shall be included in the bid price.
- D. Bidders must insert prices for furnishing all the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Vendor, F.O.B. (Free on Board) destination and delivered to the location specified by the Owner, including placement for inside deliveries if so specified or required by the Owner. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the Vendor's and/or supplier's convenience.

VIII. STATUTORY AND OTHER REQUIREMENTS

✓A. Mandatory Affirmative Action Certification

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

The Vendor shall not be issued a contract unless it complies with, the Affirmative Action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

✓B. Americans with Disabilities Act of 1990 Acknowledgement

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

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

☒ D. Statement of Ownership Disclosure

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

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

☒ E. Non-Collusion Affidavit

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

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

☒ F. Business Registration Certificate Required

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

Pursuant to N.J.S.A. 52:32-44, the Mount Holly Municipal Utilities Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the bidder/proposer/contractor shall provide the Mount Holly Municipal Utilities Authority with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid/proposal/contract shall provide proof of business registration to the bidder, who in turn, shall provide it to the Mount Holly Municipal Utilities Authority prior to the time a contract, purchase order, or other contracting document is awarded or authorized

☒ G. Disclosure of Investment Activities in Iran

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

A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55), any Bidder that submits a bid is required to certify at the time the bid is submitted, that the Bidder is not identified on the list of Bidders determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the Bidder by an authorized officer or representative of the Bidder. *A 2016 Superior Court decision concluded that failure to submit the Iran Disclosure with a bid was a "material defect, is not waivable and cannot be cured post bid."*

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

☒ H. Hazard Communication

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

The Vendor shall comply with all applicable federal and state statutes and regulations concerning the manufacture, sale, supply, delivery or use of any hazardous substance. If applicable, the Vendor shall supply the Chemical Abstracts Service (CAS) number of all the components of the mixture or substance and the chemical name. The Vendor shall ensure that each container is properly labeled and shall supply all applicable Safety Data Sheets (SDS).

The Vendor shall comply with all applicable federal OSHA Hazard Communication Standard of 2012, which incorporates the United Nations' Globally Harmonized System of Classification and Labeling of Chemicals (GHS). GHS provides for a

uniform approach for the classification and presentation of hazard information. If applicable, the Vendor shall ensure that each container is properly labeled and shall supply all applicable Safety Data Sheets (SDS)

I. New Jersey Anti-Discrimination Provisions

The bidder/proposer/contractor or anyone working for the bidder/proposer/contractor, agrees that they will not discriminate against any person who is qualified and ready to perform the work or, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. The law provides for various penalties, including but not limited to a deduction from the amount payable to the contractor by the Mount Holly Municipal Utilities Authority 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, up to and including termination of the contract.

☑ J. Affirmative Action Acknowledgement & Questionnaire

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

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

IX. METHODS OF AWARD

A. The contract shall be awarded to the lowest responsible Bidder in accordance with the requirements of N.J.S.A. 40A:11-1 *et seq.* The Owner reserves the right to reject all bids, in whole or in part, and to waive any immaterial defect or informality in any bid as may be permitted by law.

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

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

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

X. REJECTION OF BIDS

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

1. The lowest bid substantially exceeds the Owner's appropriation for the goods or services, or the bid is inappropriately unbalanced,
2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.
3. Multiple bids from an agent representing competing bidders,
4. The Owner's Board of Commissioners decides to abandon the project for provision or performance of the goods or services,
5. The Owner wants to substantially revise the specifications for the goods or services,
6. A bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
7. If the Vendor fails to enter a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

XI. DELAYS AND EXTENSION OF TIME FOR COMPLETION

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

B. Nothing herein shall limit the Vendor's remedy for the Owner's negligence, bad faith, active interference, tortious conduct or other reasons unanticipated by the parties that delay the Vendor's performance, to giving the Vendor an extension of time for performance under this contract. In such cases, the Vendor may claim as additional compensation only the amount of any additional out-of-pocket expenses actually incurred as a result of such action by the Owner. No claim for such damages shall be given unless within ten days after the beginning of such delay, a written request for additional

compensation shall be filed with the Owner. In case of a continuing cause of delay, only one request shall be necessary. The Vendor shall provide the Owner with such documentation as may be requested to verify the claim for reimbursement of actual additional out-of-pocket expenses.

XII. TERMINATION OF CONTRACT

A. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under this contract or if the Vendor shall violate any of the requirements of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the Vendor of any sum or sums set forth in the contract.

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

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

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

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel this contract.

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

- It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation and legal instruments that were required in the original bid and contract. Any change shall be approved by the Owner.

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

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

XIII. PAYMENT

A. No payment will be made unless duly authorized by the Owner and accompanied by proper documentation. Such payment will be made in accordance with the Owner's policy and procedures.

XIV. TECHNICAL SPECIFICATIONS

SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB & CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM

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

BIDDER'S INSTRUCTIONS: The above shall herein be referenced as (the "Truck"). The Truck shall be a currently advertised production model as modified per this specification. The Truck shall be furnished with all standard equipment advertised whether specifically called for as listed in these specifications. The Truck shall be complete with all equipment required and ready for immediate operation to function as listed in these specifications. The Truck shall conform in design, strength and quality of material and workmanship to the highest of engineering practices.

It shall be the Bidder's responsibility to carefully review each item of the specification. Bidders must indicate whether they can comply – "YES" or can't comply – "NO" for each line item in the specification. Failure to provide the indications may cause rejection of a bid submittal. All NO responses and/or Bidder's proposed "Approved Equivalents" must be fully explained on the Exception Form included herein, noting section and item. Failure to explain "NO" responses or failure to

supply detailed literature/brochures on the Bidder's "Approved Equivalents" may cause rejection of a bid submittal. Where minimum/maximum is specified, Bidders must provide same or the bid submittal may be rejected.

Any attachments, accessories or tools necessary for the proper operation of the Truck, even if not specifically mentioned in this specification, shall be included in the bid submittal and provided to the Owner upon delivery of the Truck.

The Truck's design, mechanical and operational ratings shall be certified by the manufacturer in accordance with test procedures designated by the Society for Automotive Engineers (S.A.E.) and other applicable standards organizations and be equal to, or exceed the requirements specified. Where specific requirements are not set forth in these specifications and published industry standards address the subject, the performance or materials shall meet or exceed the published industry standard requirements.

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

SUPPLIER QUALIFICATIONS: Suppliers shall be qualified in accordance with the following:

Demonstration:

- Within ten (10) days of receipt of bids and prior to award, the apparent low Bidder meeting the requirements of this specification as determined by the Owner, shall demonstrate the operation of each element of the Truck to the Owner at 300 Rancocas Road, Mount Holly, New Jersey 08060
- The truck used for the demonstration shall be in all respects identical with the Truck to be furnished under the bid submitted, except that it may have been in prior service.
- The Truck demonstrated shall be fully assembled.
- The demonstration will be considered satisfactory if all components function properly at their rated operating conditions and meet the Owner's requirements as specified herein.
- The demonstration will include, the lifting, transporting, placing of a fully loaded 30-yard sludge dumpster.

MANUFACTURER: All equipment specified in this section shall be furnished by or through a single manufacturer who shall be responsible for the design, manufacture, coordination, and proper operation instructions of the Truck furnished.

COMPLIANCE WITH RULES AND REGULATIONS: All Bidders shall confirm in writing and submit said confirmation with their sealed bid that the completed Truck:

- Complies with all applicable State and Federal Department of Transportation (DOT) regulations, and
- Complies with all Federal Motor Carrier Safety Regulations, and
- Complies with and shall be capable of passing a New Jersey State Motor Vehicle Commercial Vehicle Inspection, and
- Complies with gross axle weight rating (G.A.W.R.) limitations as determined by the Bidder completing a full weight distribution analysis confirming that the Truck chassis, body, equipment combination and the Owner's expected payload needs of 23-tons (MINIMUM) are compatible with the desired chassis, and that the weights on each individual axle are within ACCEPTABLE G.A.W.R. limitations, and
- Complies with a payload analysis completed by the Bidder confirming that the proposed Truck (inclusive of chassis, truck body, other work equipment, etc.) will safely and legally allow for the Owners expected payload needs of 23-tons while not exceeding gross vehicle weight rating (G.V.W.R.), and
- Complies with the Federal Bridge Formula, an analysis completed by the Bidder to check axle loads against state and federal maximum weight laws for the interstate highway system and designated federal and state roads for individual axle weights, axle grouping weights and total vehicle weights.

ENERGY STAR REQUIREMENTS: If applicable for items specified, Bidders must provide products that earn Energy Star Certification and meet the Energy Star specifications for energy efficiency. Bidders are encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products. The Energy Star label must also be affixed to each compliant item. The Bidder's signature on the signature page certifies that items so indicated that have earned Energy Star and meet the Energy Star specifications or other standards for energy efficiency will be supplied.

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the bid specifications must be identified in writing to the attention of the Owner's Qualified Purchasing Agent, Anthony G. Stagliano, Sr. at 609-267-0015 at least eight (8) days before bid submission date to allow the Owner sufficient time to provide written response to all known potential Bidders that have obtained a copy of the bid specification pursuant to SECTION III. INTERPRETATION AND ADDENDA. If, with knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected hereby,

they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this specification unless and until approved and accepted by the Owner.

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

EXCEPTION SHEET: The exception sheet is furnished so that Bidders taking exceptions must note exceptions by item and indicate substitution in lieu and submit with bid, including detailed specifications on the substitution. If a Bidder is submitting an alternate product, component, feature or part to what is referenced in the specifications, the proposals **must** be accompanied by descriptive literature, marked and indicating the exact items to be furnished, with an engineering drawing of the same. Failure to supply information and/or failure to complete the Bidder's Exception Sheet in the prescribed manner requested may result in rejection of a bid submittal. Where no exception is taken; the word "None" shall be neatly printed or typed on the exception sheet. If no exception is taken, the successful Bidder shall supply all material exactly as specified. No substitution will be permitted after receipt of bids.

REQUIRED DELIVERY DATE: A specific number of days **must** be listed in the bid submittal. Under no circumstances shall Bidders give approximate dates or ranges of dates to deliver such as "100 days to 150 days."

DELIVERY EXCEPTIONS: In the event a Bidder takes an exception to the Owner's required delivery date, they **must** note the exception on the attached Exception Sheet.

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

TRUCK INFORMATION FORM: Bidders shall complete the entire Truck Information Form as **failure to complete form may result in rejection of bid.**

QUESTIONS:

- Questions, which arise before receipt of bids shall be addressed in writing via e-mail from the Bidder to Anthony G. Stagliano, Sr., Qualified Purchasing Agent, at staglianoa@mhmu.com. The questions and copy of the Owner's response shall be emailed to each potential Bidder.
- Questions from the selected Vendor prior to or during the construction of the Truck, shall be addressed in writing via e-mail from the Bidder to Anthony G. Stagliano, Sr., Qualified Purchasing Agent, at staglianoa@mhmu.com. All response shall be in writing to the Vendor.

DELIVERY INSTRUCTIONS:

- A. The Vendor must contact the Owner 609-267-1110 for authorization to schedule date and time prior to delivery.
- B. Deliveries shall be made to the Owner's wastewater treatment facility at 300 Rancocas Road, Mount Holly, New Jersey 08060.
- C. The Vendor shall be responsible for all delivery, shipping and pick-up expenses, etc.
- D. The Truck must be pre-delivery serviced, completely assembled, operational, and cleaned prior to delivery.
- E. All accessories shall be manufacturer installed prior to delivery.
- F. The following administrative package **must** accompany all deliveries:
 - I. Certificate of Origin: All New Jersey manufacturers, dealers, and/or distributors must stamp the C.O. "Sales Tax Satisfied". The C.O. shall be made out to Mount Holly Municipal Utilities Authority, 1 Park Drive, PO Box 486, Mount Holly, New Jersey 08060-0486. The C.O. shall have current date and be hand delivered to the Owner after final acceptance of complete order.
 - II. Invoice: The purchase order number issued by the Owner must be displayed on Vendor's invoice. The invoice shall have current date and be hand delivered to the Owner after final acceptance of complete order.
 - III. Warranty forms shall be properly executed.
 - IV. Four (4) keys shall be furnished. **NO EXCEPTIONS**
 - V. If applicable, four (4) keys, keyed alike for toolboxes or similar compartments shall be furnished. **NO EXCEPTIONS**
 - VI. New Jersey State Motor Vehicle Commission (MVC) required inspection stickers shall be provided upon delivery.
 - VII. Where applicable, Federal Safety Inspections shall be performed, and stickers shall be attached to the Truck prior to delivery.
 - VIII. A Dealer Plate shall be affixed to the delivered Truck.

- G. Delivery of the fully completed and fully compliant Truck shall be made no later than **one hundred (100) days** after Vendor receipt of the Notice of Award or Purchase Order, whichever is issued first by the Owner.
- H. The Truck shall be delivered with a no less than a half tank of fuel.
- I. Deliveries made directly from the manufacturer (unless manufacturer is the awardee) shall not be acceptable.
- J. In the event the Vendor contracts a trucking/delivery company to deliver the Truck, a representative of the Vendor shall be at the delivery site at time of delivery to the Owner. **NO EXCEPTIONS**

WARRANTY: The Truck delivered must be guaranteed to be free from defects in materials, design and workmanship as indicated in the WARRANTY section of the technical specifications from the time of written acceptance by the Owner. Warranty must include service availability from any manufacturers authorized dealer establishment most closely located or accessible to the Owner. This repair facility may not be further than a 100-mile radius of 1 Park Drive, Mount Holly, New Jersey 08060. If warranty service is required, the Vendor who supplied the Truck shall arrange for pickup, repair and delivery of the Truck at no charge to the Owner.

TRAINING: The Vendor shall be responsible to supply all safety, operational and service training to the Owner's personnel as indicated in the TRAINING section of the technical specifications and in accordance with all applicable federal and state regulations. A minimum of two (2), two-hour training seminars shall be scheduled and take place at the Owner's wastewater treatment facility at 300 Rancocas Road, Mount Holly, New Jersey 08060. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual operation of equipment. The instructor shall emphasize proper use of the Truck, Roll-Off Unit, Auto-Tarp, etc., safe operation when driving, lifting, transporting and setting dumpsters, and an overview of general troubleshooting of the hydraulic system and associated electronics.

ADVERTISEMENTS: No **Dealer or Vendor** advertisements shall appear on the Truck or any other related equipment.

NOTICE TO VENDORS: Vendors are prohibited from using the Truck in any trade shows, conventions, brochures, etc. without prior written consent of the Owner. **NO EXCEPTIONS**

SECTION: GENERAL

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Truck shall be one (1) unused 2021 or newer model year "Hook-lift/Roll-back-Roll-off" type heavy duty commercial (Class 8) Tri-axle axle truck (with pusher axle)		
2	The Truck shall have a maximum finished height of 12-feet from ground to highest component or attachment (Roll-Off Unit/Auto-Tarp unit or Exhaust stack)		
3	The Truck shall have one (1) Roll-Off Cable Hoist System with Auto-Tarp capable of being operated by one person either with the operator's controls in the cab or on the driver side exterior of the Truck, but not both at the same time		
4	The Truck shall have a 180° back-up camera system installed on the rear of the frame (protected from damage or impact) activated when the Truck is in reverse, with the monitoring screen mounted in the cab of the truck to enhance employee/operator safety		
5	The Truck shall have a minimum of one (1) OSHA/DOT compliant 12-volt audible back up alarm mounted to the underside rear of the Truck frame to protect it from damage		

SECTION: CAB

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>The Cab shall be a conventional day-cab (non-sleeper) with full gauge package, factory audible alarms and lights, load scale with display, and at a minimum, have the following features:</p> <ul style="list-style-type: none"> • One (1) new and unused fully stocked first aid kit securely mounted and readily accessible • One (1) new and unused 5lb. "UL" listed ABC multi purpose fire extinguisher securely mounted between driver's seat base and door and readily accessible • One (1) new and unused DOT required triangle road reflector kit securely mounted and readily accessible • Interior and exterior grab handles mounted by both doors to aid in cab access and egress • An audible alarm and red warning light to alert the operator that the hoist is not in stowed position for transport • The rear window shall be provided with adequate protection such as a screen, shield, grill, deflector or guard of substantial construction to protect the operator from the hazard of flying or intruding objects, including hoist cable or hook • Cab shall be basic "cab step version" with aluminum diesel fuel tank (80-gallon capacity minimum) mounted lower left-hand side of cab with aluminum cab footstep, extended front bumper with stone guard, with two front tow hooks, "bright finish" cab guard grill, and front axle mud flaps 		

	<ul style="list-style-type: none"> Standard gauge package and instrument cluster (English), LED interior dome lamps (two [2] each side) with switches, dash mounted body out-of-position warning lamp, dual 12-volt electrical dash outlet, fixed rear-wall storage compartment Electronic controlled climate unit to blend air/HVAC with "ATC" temperature regulator Polyurethane floor cover with polyurethane with removable inserts/mats Adjustable steering wheel with power steering CAB EXTERIOR <ul style="list-style-type: none"> One (1) single tone electric horn with roof mounted "Bright Finished" air horns Outer and inner "Bright Finish" basic cab grab handles for each door Right/Left hand heated electrically operated motorized mirrors to include wide-angle auxiliary mirrors 		
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SECTION: ENGINE & EQUIPMENT, TRANSMISSION & DRIVE SHAFT

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>The Truck shall have one (1) 13-liter EPA-2021 (W/CEGR/DPF/SCR) compliant diesel engine having a minimum/maximum horsepower range between 425HP - 455HP, (or as determined by the manufacturer for the truck specified) meeting New Jersey diesel emissions standards and be California Air Resources Board (CARB) engine idling compliant (including factory installed serialized sticker) capable of operating all accessories including:</p> <ul style="list-style-type: none"> Self-diagnostic features and code readout at dash and have Engine Protection Shutdown to include oil pressure, oil temperature, coolant temperature, & intake manifold temperature Engine Exhaust Brake - One (1) Variable Geometry Turbo (VGT) with on/off dash switch In-line water separator with heater, warning light, & drain valve - One (1) Brushless Alternator - One (1) 160 amp 28 SI with remote battery volt sense Starter - One (1) 12V heavy duty gear-reduction starter with thermal over-crank protection Engine Block Heater - One (1) 120v 1500w with 120V-15A heater receptacle mounted under driver's door Air Dryer - One (1) air dryer, 1200UP with cut-off valve and oil filter dryer Air Compressor - One (1) 19CFM (or appropriately sized) engine mounted air compressor with safety valve, remote mounted air system filter dryer to reduce moisture in air system components having a Schrader valve for charging of air system from external source Fuel-Water Separator - One (1) manual drain valve (integral with primary fuel filter) Batteries - Three (3) 12V 650-1950 cold cranking amps (CCA) threaded stud type maintenance free batteries in battery box and battery shock pads <ul style="list-style-type: none"> Battery Box - Frame-mounted left side back cab with positive load disconnect with cab mounted control switch mounted outboard of driver seat, positive and negative posts for jump start located on frame next to starter, 120-Volt 200-Watts battery heater pad installed and wired to the same plug-in for the battery tender preset to maintain batteries at manufacturer's recommended temperature and a Kussmaul Auto Charge 1000 or Owner approved equivalent battery tender with plug mounted below driver's door A factory installed separate electronic junction box for additional wiring of body attachments All lights (LED) and reflectors shall conform to all applicable DOT and FMCSA regulations <ul style="list-style-type: none"> Cab shall have two (2) rearward facing LED worklights All wiring fully enclosed in flexible plastic conduit and adequately protected a chafe points 		
2	<p>ENGINE ELECTRONICS</p> <ul style="list-style-type: none"> Warm-up timer with time delay idle shutdown with override if PTO is active Coolant temperature engine shutdown Oil pressure engine shutdown Engine protection engine shutdown Enabled idle shutdown ABS tamper check Idle shutdown override up to 20% engine load threshold Engine idle cooldown Electronic hand throttle 		
3	<p>VEHICLE ELECTRONICS</p> <ul style="list-style-type: none"> Engine overspeed at all conditions with time log if engine speed exceeds 2500RPM 65MPH road speed and acceleration limiter Cruise control (min speed 20MPH / max speed 65MPH) Power Divider Lockout (PDLO) differential box that locks the first and second differentials in a tandem truck into place Engine brake to engage in cruise at 3MPH above set speed Torque limit speed and sensor tamper detect Pre-Trip diagnostic inspection 		
4	<p>TRANSMISSION</p> <p>The Truck transmission shall be one (1) Allison Heavy Duty (HD) six-speed electronic automatic ((6) forward gears and (1) reverse gear) or Owner approved equivalent</p> <ul style="list-style-type: none"> 6-speed dash-mount shifter with Power Take-Off (PTO) provision 		

	<ul style="list-style-type: none"> • PTO transmission control kit with pin connection, body link with cab body floor pass-through, and factory set electronics for min/max operation • Heavy duty torque converter • Vehicle interface wiring with body builder connector mounted back of cab • Magnetic engine drain, transmission and rear axle fill and drain plugs • Electronic transmission customer access connector firewall mounted • Trans oil check and fill with electronic oil level check • Transmission prognostics-enabled • Transmission cooler - Heavy-duty water-to oil frame mounted 		
5	TRANSMISSION ELECTRONICS <ul style="list-style-type: none"> • Disable engine smart torque feature • Auto neutral single input without shift selector override • Vocational dump requiring service brake to engage • Preselected gear during engine breaking 		

SECTION: EXHAUST & EMISSIONS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<p>Onboard exhaust and idle emissions certified system shall be fully compliant with United States Environmental Protection Agency (USEPA) Greenhouse Gas (GHG) Emission (50 state diesel emission certification and GHG 17 with certification decal on left side of hood) requirements for commercial vehicles to include Selected Catalyst Reduction (SCR) as the advanced active emissions control technology system, Certified Clean Idle Emission and Clean Air Emission Board compliant:</p> <ul style="list-style-type: none"> • Exhaust after-treatment systems (EATS) with on-board diagnostic display • Dash mounted exhaust pyrometer gauge • Minimum 6.6-gallon plastic Diesel Exhaust Filter (DEF) Tank • Single right-hand under cab After Treatment Device (ATD) with bright finish B-pillar mounted upper vertical stack and stainless steel exhaust shield • One (1) right-side mounted "bright finish" metal exhaust system and heat shield to include turned-out "Elbow" extension exhausting in vertical-right direction with a maximum finish height of 11-feet 6-inch above the ground 		

SECTION: CHASSIS, AXLES, and SUSPENSION

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Chassis, Axles and Suspension shall be new and unused Original Equipment Manufacturer (OEM) items, NO EXCEPTIONS		
2	SET BACK FRONT AXLE: Chassis designed for heavy-duty general municipal use as a Hook-lift/Roll-back-Roll-off Truck with power steering pump : <ul style="list-style-type: none"> • Cab to Body Clearance: 3 inches • Front Axle Capacity: 20,000 lbs. • Pusher Axle Capacity: 20,000 lbs. • Rear Axle Capacity: 46,000 lbs. • MINIMUM Expected GVW Capacity: 80,000 lbs. 		
3	The chassis frame rails (50,000 psi or more chassis frame - minimum section modulus = 24 in ³) shall be compatible to manufacturer's standards, shall be reinforced to be compatible with requested Gross Vehicle Weight Rating (G.V.W.R.), with a wheelbase and cab to axle dimensions compatible with Truck being bid		
4	FRONT AXLE AND EQUIPMENT: Shall have a minimum 10-Ton (20,000-LBS) load capacity heavy duty front axle, taper-leaf front suspension, parabolic spring (normal stiffness), heavy duty double acting shocks, maintenance free rubber bushings, power steering pump with auxiliary gear, oil/air power steering cooler, minimum 4-quart reservoir		
5	REAR DRIVE AXLES, SUSPENSION, & PUSHER AXLE SYSTEM: <ul style="list-style-type: none"> • Tandem rear axle/suspension with two (2) axle, two (2) drive having a minimum 23-Ton (46,000lbs) capacity rating , minimum 4.19 rear axle ratio, multi-leaf extra stiff/thick springs, anti-sway springs, integrated rear axle spindle nut, rear spring insulators, transverse torque rods, Power Divider lockout (Inter-Axle Differential (IAD) with buzzer and light • Pusher Axle shall have a minimum 10-Ton (20,000lbs) capacity ratings, air-lift steerable 		
6	Front bumper: One (1) 14" chrome steel severe duty with two (2) frame mounted and removable tow hooks and license plate bracket		
7	Rear bumper shall be an International Code Compliant (ICC) for rear underside protection		

SECTION: WHEELBASE AND CAB TO AXLE DIMENSIONS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Shall be determined by the Truck manufacturer to compatible with these Truck being bid		

SECTION: TIRES, WHEELS and BRAKES

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Truck Tires & Wheels shall be properly rated and sized with proper load range for the type Truck being bid. <ul style="list-style-type: none"> Front Tire Tread - On/Off road usage with standard tire inflation valve Rear Drive Tire Tread - Long haul, regional haul, and local pickup and delivery with standard tire inflation valve Spare Tires - One each new, unused matching size and compatible (Front and Rear) shall be provided Nylon HUD/WHEEL ISOLATORS (front and rear) Front Wheels - 42-degree inside wheel turning angle Highly visible torque indicators attached to each lug nut, may be high visibility green or orange 		
2	FULL AIR BRAKE PACKAGE <ul style="list-style-type: none"> Anti-lock brake system: Four-channel, 4-sensor/4 modulator, with traction control, Meritor S cam type 16.5 X 6" with non-asbestos with dust shields, outboard-mounted cast iron brake drums and Haldex automatic front slack adjusters REAR BRAKES: <ul style="list-style-type: none"> Wheel sensor anti-lock brake (ABS) system with traction control, four (4) sensor, four (4) modulators (front & rear axles), MERITOR "S" cam rear brake, tamper-resistant brake chambers, Haldex automatic rear brake slack adjustment, cast iron brake drums, two (2) extra parking brake chambers, tamper-resistant brake chambers 		

SECTION: FUEL TANK & DIESEL EXHAUST FLUID (DEF) TANK

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Both shall be manufacturer's standard for Truck being bid and shall be mounted in such a way that they do not extend behind the cab or rearward of cab on frame to prevent damage when loading/offloading dumpster <ul style="list-style-type: none"> Left hand fuel tank - 80 gallon/302 Liter plain aluminum fuel tank polished stainless steel bands oriented forward mounted under cab with standard, non-locking cap 		

SECTION: PAINT & UNDERCOATING

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<ul style="list-style-type: none"> Cab (fenders, cowl, & hood) = White urethane with clear coat or manufacturer standard Fuel Tank – No paint Chassis (chassis, related running gear, hubs & drums [front & rear]) – Black urethane or manufacturer standard 		
2	Undercoating shall be applied to all underside body metal and gas tank (s) in accordance with the industry requirements and standards governing vehicle undercoating		

SECTION: MISCELLANEOUS

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	One complete set of oil, fuel, air, transmission, hydraulic, etc. extra filters for the Truck and Roll-Off will be shipped with the Truck at the time of delivery		
2	The Truck vendor will provide the first service and inspection at the Owners maintenance facility, 300 Rancocas Road, Mount Holly, NJ 08060: <ul style="list-style-type: none"> This will also include the vendor's mechanic available to train mechanics and operators as to recommend manufacturers full-service procedure 		
3	Retro-Reflective Conspicuity tape shall be affixed to the Truck as required by applicable DOT and FMCSA requirements		

MATERIAL TRANSPORT SYSTEM - ROLL-OFF CABLE HOIST AND AUTO-TARP SYSTEM**SECTION: GENERAL**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Truck shall be equipped with one (1) Galbreath Above Frame (AF) rolloff cable hoist (minimum 75,000lbs capacity) with centered cab-mount power tower with LED lighting or Owner approved equivalent. <ul style="list-style-type: none"> Outside tilt-frame hoist rail system having a minimum 48-degree dump angle capable of safely lifting, carrying, lowering, and placing a fully loaded 30-yard steel container having an approximate weight of 23-tons (46,000lbs) with rear stabilizer 		

	<ul style="list-style-type: none"> Standard inside air control with backup alarm and hoist up alarm with signal light on cab dash Cushioned lift cylinders and single-cylinder reeving system Rear wing kit to guide containers onto hoist Automatic front container springloaded locking system and rear container hold-downs <ul style="list-style-type: none"> Container Stops & Locks - Dual automatic front left & right For securing a roll-off container to the hoist and compliant with all DOT requirements for five (5) point securement of a roll-off container: <ul style="list-style-type: none"> NOTE: Manual locks are not acceptable as they do not meet the DOT rear securement requirements The locks shall be actuated via the operation of the PTO, engage when the PTO is taken out of gear, disengage (unlock) when the PTO is shifted into gear to operate the hoist When the locks are disengaged the hoist can be dumped and the container can be set on to the ground Heavy-duty safety props Lifetime warranty on frame and two-year warranty on hydraulics 		
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SECTION: TRAINING

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Operator training of the Truck, Rolloff and Auto-Tarp System shall be upon delivery or within one week of delivery or as determine by the Owner		

SECTION: MANUALS

SECTION: MANUAGES								
ITEM	DESCRIPTION			COMPLY				
				YES	NO			
1	Vendor shall provide <u>full and complete</u> to the Owner, factory service manuals, detailed schematic and description in hardcopy and on Flash Drive for the Truck Cab and Chassis, and Roll-Off Unit (engine, transmission, air-brake system, Roll-Off Unit assembly and other components installed) to include two (2) each of the following manuals:							
						Body Hydraulics	Electrical	Emissions
						Maintenance	Operation	Parts Service
2	Vendor shall provide Manufacturer's certificate of origin and necessary documents for licensing							

SECTION: WARRANTY

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	It is the responsibility of the Vendor to deliver the Truck to the Owner, complete and ready for service, including all written warranty statements		
2	Warranties shall cover both parts and labor to repair any defective parts or assemblies and shall commence the date the Owner places the Truck in-service: <ul style="list-style-type: none"> The mileage warranty shall be adjusted accordingly based on the odometer reading at the time the Owner places the Truck in-service <ul style="list-style-type: none"> Engine - Manufacturer's standard warranty for make/model/type provided Engine Electronics - Manufacturer's standard warranty for make/model/type provided Emission Components - Manufacturer's standard warranty for make/model/type provided Transmission - Manufacturer's standard warranty for make/model/type provided Carrier & Axle Housing - Manufacturer's standard warranty for make/model/type provided HVAC & Components (sealed systems) - Manufacturer's standard warranty for make/model/type provided Heavy Duty Chassis Towing - Manufacturer's standard warranty for make/model/type provided Engine Towing - Manufacturer's standard warranty for make/model/type provided All paint shall be warranted not to chip, flake, fade, bubble or otherwise deteriorate for a period of not less than 5 years from date of acceptance by the Owner 		

SECTION: DELIVERY

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Transportation charges to 300 Rancocas Road, Mount Holly, New Jersey shall be included in the bid price		
2	Delivery of the completed Truck from the time the Vendor receives the written Notice to Proceed from the Owner shall not exceed 100 days		
3	The Truck delivered to the Owner shall not be used as a lead vehicle in transporting (piggybacking) other vehicles and/or equipment		
4	Mileage on the odometer for the Truck delivered to the Owner must not exceed 400 miles		
5	Vendor shall show written proof of the adjusted/extended mileage warranty at time of delivery		

FACILITIES: Bidders shall represent a manufacturer, which has in operation, a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacture(s) whose associated equipment or products are bid shall have a full-service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100-mile radius of 1 Park Drive, Mount Holly, New Jersey 08060. Bidders shall provide the locations, contact names and telephone numbers of authorized routine and emergency service facilities:

Company Name:					
Location:					
Contact Name:				Title:	
Phone #:		Fax:		Email:	

Company Name:					
Location:					
Contact Name:				Title:	
Phone #:		Fax:		Email:	

Company Name:					
Location:					
Contact Name:				Title:	
Phone #:		Fax:		Email:	

VEHICLE INFORMATION FORM***FAILURE TO COMPLETE ALL AREAS MAY RESULT IN REJECTION OF BID*****(Must be submitted by Bidder with bid documents)****TRUCK CHASSIS:**

Year:	Make:	Model:
G.V.W.R.	Fuel Tank Capacity in Gals.:	DEF Tank Capacity in gals.

TIRE SIZE:

Front:	Rear:
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ENGINE:

Make:			
Model:	HP:	@	RPM:

ALTERNATOR:

Make:	Model:	Amps:
-------	--------	-------

BATTERY:

Volts/Amps:	C.C.A. @ O° F:
-------------	----------------

TRANSMISSION:

Make:	Model:
-------	--------

SERVICING AGENCY:

Name & Address:		
Contact Name & Title:		
Phone:	Fax:	Email:

ROLL-OFF UNIT:

Year:	Make:	Model:
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SERVICING AGENCY:

Name & Address:		
Contact Name & Title:		
Phone:	Fax:	Email:

AUTO-TARP UNIT:

Year:	Make:	Model:
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SERVICING AGENCY:

Name & Address:		
Contact Name & Title:		
Phone:	Fax:	Email:

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY EXCEPTION FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

Delivery Date Exception: _____

Warranty Date Exception: _____

Bidder: _____

Print or Type Name of Bidder Representative: _____

Signature of Bidder Representative: _____

Date: _____

FOR USE BY MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

___ No
Exceptions
Taken

___ Note Markings, No Further
Submissions Required

___ Note Markings, Further
Submission Required

___ Rejected

SIGNATURE: _____

DATE: _____

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10**

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB
& CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM**

CHECKLIST

SUBMISSION DATE: Tuesday, June 8, 2021 by no later than 10:00 A.M.

Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J .S.A. 40A:l1-23 .2)
(NJ.S.A. 52 :32-55, et seq.)

Required by OWNER	<i>The following items, as indicated below (X), shall be provided with the receipt of sealed bids.</i>	Initial each required entry and if required submit the item
X	Bid Proposal Forms	
X	Bidder Affidavit	
X	Statement of Liquidated Damages	
X	Statement of Ownership Disclosure Certification	
X	Acknowledgement of Receipt of Addenda, Corrections, Additions or Deletions	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration	
X	Debarred, Suspended and Disqualified Bidder Certification	
X	Bidder Client Reference Form	
X	Americans with Disabilities Act of 1990 Language Acknowledgement	
X	Affirmative Action Compliance Notice for Goods and Services Acknowledgement Form	
X	W-9 Form	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms	
X	Disclosure of Investment Activities in IRAN	
Required by OWNER	<i>The following items, as indicated below (✓), shall be provided with the receipt of Executed Contracts.</i>	Initial each required entry and if required
✓	Contract Documents	
✓	Required Insurance Documentation Workers Compensation, General, Automobile, etc.)	

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10
BID PROPOSAL

TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

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

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

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

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

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

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

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

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

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

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

Please complete the following bid proposal sheets

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10**

BID PROPOSAL FORM

We the undersigned propose to **SUPPLY & DELIVERY OF SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB & CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM** including all freight, delivery, maintenance, repair, storage, and equipment charges and training as herein-before specified and to deliver upon order to the Owner at the following prices:

Unit Price in Words:

Total Price in Words:

Unit Price in Numbers:	Total Price In Numbers:
-------------------------------	--------------------------------

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Date

Type or Print Name

Title

Telephone Number

Fax Number

Email

Payment will only be made for materials ordered and received by the Owner.

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

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

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

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

BIDDER'S AFFIDAVIT

STATE OF: _____)

COUNTY OF: _____)

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

I am (title, position, etc.): _____ of the firm of (Name of Contractor): _____
who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder,
that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the
best of his knowledge and belief.

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

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

Signature

Type or print name of affiant under signature

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

STATEMENT OF LIQUIDATED DAMAGES

The undersigned hereby agrees to complete all work within the number of calendar days listed below from the date of notice to begin work, which will be forwarded to the Contractor by the Owner. He further agrees that the Owner may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated below for each and every calendar day (Sundays and legal holidays excepted) that the completion of the work may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the Owner due to such delay for extra costs resulting from contractor's failure to perform, contractor's equipment failure, incorrect ordering of materials or improper manufacture or engineering of said materials or other expenses. The schedule of completion dates and amount for liquidated damages are as follows:

Contract #: 2021-10	Calendar days for completion: 100	Daily Liquidated Damages: \$1,000.00
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Upon request the bidder will be expected to amplify the statements contained herein as necessary to satisfy the Owner concerning his ability to successfully perform the work in a satisfactory manner.

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

Signature

Type or print name of affiant under signature

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10

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

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

This statement shall be completed, certified to, and included with all bid and proposal submissions.

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

Company/Firm Name:			
Address:	City:	State:	Zip:

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

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

PART IV CERTIFICATION

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

Signature

Type or print name of affiant under signature

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

PROPOSAL (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB
& CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
CORRECTIONS, ADDITIONS AND DELETIONS FORM

Addendum Number	Dated	Acknowledge Receipt (Initials)

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

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

☐ **NO ADDENDA WERE RECEIVED**

I, _____ of the firm _____
hereby acknowledge that to the best of my knowledge, I/WE were not notified or informed of, or received any documentation
of corrections, additions and/or deletions made to this bid specification.

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

NON-COLLUSION AFFIDAVIT

State of _____

ss

County of _____

I, _____ residing at _____

City/Town/Township/Borough/Village of _____ in the County of _____ and

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

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

the Bidder making the bid to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for **CONTRACT: 2021-10**, and that I executed the said Proposal with full authority to do so that said; that said Bidder has not, directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said project and/or material bid.

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 (Name of Contractor): _____.

(N.J.S.A. 52:34-15)

Signature

Type or print name of affiant under signature

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE
STATE OF NEW JERSEY, TOWNSHIP OF MOUNT HOLLY, COUNTY OF BURLINGTON**

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose that: I am _____, an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work. The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY shall be immediately so notified by the signatory of this Eligibility Affidavit. The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB
& CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM**

HOLD HARMLESS AGREEMENT BETWEEN

<u>OWNER:</u> The Mount Holly Municipal Utilities Authority 1 Park Drive, PO Box 486 Mount Holly, NJ 08060-0486	&	<u>CONTRACTOR/VENDOR:</u> Name: _____ Address: _____ Telephone: _____ Email: _____
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It is understood and agreed the Contractor/Vendor is:

1. An independent Contractor/Vendor and not an employee of the Mount Holly Municipal Utilities Authority.
2. The above named Contractor/Vendor agrees to indemnify and hold harmless the Mount Holly Municipal Utilities Authority, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including reasonable attorney's fees to which the Mount Holly Municipal Utilities Authority may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's/Vendor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor/Vendor or in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor/Vendor or anyone directly or indirectly employed by the Contractor/Vendor, for whom the Contractor/Vendor is liable.
3. The Contractor shall hold the Mount Holly Municipal Utilities Authority harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the Mount Holly Municipal Utilities Authority as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this ____ day of, _____ 2021.

As the binding act in deed of: CONTRACTOR/VENDOR: _____

Authorized Signature and Title

Witness's Signature

Print Authorized Name and Title

Print Witness's Name

PROPOSAL (continued)

BUSINESS REGISTRATION CERTIFICATE

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

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1090907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

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

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER CERTIFICATION

STATE OF _____

CONTRACT NO. 2021-10

COUNTY OF _____

: ss.

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

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

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

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

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

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10
CONTRACTOR QUALIFICATIONS

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

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

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

NAME	BUSINESS	ADDRESS	CONTACT INFO

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

NAME	ADDRESS	CONTACT INFO	DUNS #

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

REFERENCES

Date of Completion	Owner	Location	Engineer

CERTIFICATION

The undersigned Bidder hereby certifies as follows:

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

Bidder: _____

NAME: _____
(Type or print)

TITLE: _____
(Type or print)

SIGNATURE: _____

DATE: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

PROJECT CLIENT REFERENCE FORM

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

Reference 1

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

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

Reference 2

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

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

Reference 3

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

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

PROPOSAL (continued)
CONTRACT: 2021-10

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

PROPOSAL (continued)
CONTRACT: 2021-10
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: _____

Phone Number: _____

Signature: _____

Date: _____

Print Name and Title: _____

PROPOSAL (continued)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

That _____ is a ☐ Corporation, ☐ Individual, ☐ Partnership
under the law of the State _____, having principal offices at _____.

Signature: _____ Print Name & Title: _____

Address (including city, state & Zip): _____

Telephone: _____ E-MAIL: _____ Federal Identification No.: _____

PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
CONTRACT: 2021-10

AFFIRMATIVE ACTION COMPLIANCE NOTICE

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the selected Contractor/Vendor requirements to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- ☐ Procurement and/or Service Company
- ☐ Professional Consultant
- ☐ Other: _____

All Contractors, except Government Agencies, are required to comply with the above law

B. TO THE SELECTED CONTRACTOR/VENDOR:

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor/Vendor should present one of the following three documents as forms of evidence to the Owner:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (good for one year from the date of the letter); OR
- (b) A photocopy of a "Certificate of Employee Information Report" approval, issued in accordance with N.J.A.C. 17:27-4; OR
- (b) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The selected Contractor/Vendor may obtain the Affirmative Action Employee Information Report (AA302) from the Owner during normal business hours.

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

The undersigned Contractor/Vendor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

Company Name: _____

Phone Number: _____

Signature: _____

Date: _____

Print Name and Title: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

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

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td> </tr> </table>	Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ►	Date ►	
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<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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.</p>	<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>
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PROPOSAL (continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

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

STATE OF: _____)

SS

COUNTY OF: _____)

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

I am _____, in the firm of _____ the bidder making the proposal to **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for work under **Contract No. 2021-10**, and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY MUNICIPAL UTILITIES 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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

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

Notary Public of New Jersey

My Commission expires: _____

SEAL

PROPOSAL (continued)
CONTRACT: 2021-10

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

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

Part I –Proposer Firm Information

Firm Name:			
Address:	City:	State:	Zip:

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

_____ Signature	_____ Printed Name	_____ Title
--------------------	-----------------------	----------------

Part II – Contribution Disclosure

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

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

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

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

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

PROPOSAL (continued)

CONTRACT: 2021-10

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

Quote Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

Name: _____ Description of Activities: _____ _____ _____ Duration of Engagement: _____ Proposer Contact Name: _____	Relationship to Proposer: _____ _____ _____ Anticipated Cessation Date: _____ Contact Phone Number: _____
Name: _____ Description of Activities: _____ _____ _____ Duration of Engagement: _____ Proposer Contact Name: _____	Relationship to Proposer: _____ _____ _____ Anticipated Cessation Date: _____ Contact Phone Number: _____

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

Full Name (print): _____ Signature: _____
Do not enter PIN as a signature
 Title: _____ Date: _____

PROPOSAL (continued)

CONTRACT: 2021-10

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE), you must send a copy of the Registration/Certification Form(s) with your quotation.

Please check off the gross receipt category of your business if registered as an SBE

SBE CATEGORY 1:	SBE CATEGORY 2:	SBE CATEGORY 3:	NOT APPLICABLE ____
\$0- \$500,000 ____	\$500,001 thru \$5,000,000 ____	\$5,000,001 thru \$12,000,000 ____	

SBE Registration #:	
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Please check below if applicable:	WBE: ____	MBE: ____
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Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2021-10

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

a Corporation of _____ hereinafter called the "Contractor".

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

SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED MODEL 2021 OR NEWER, TRI-AXLE (WITH PUSHER AXLE) CAB & CHASSIS WITH ONE (1) ROLL-OFF CABLE HOIST SYSTEM AND AUTO-TARP SYSTEM and appurtenances commencing the work within ten (10) days of the Notice of Award

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

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

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

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

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

The Contractor shall keep the Owner free and discharged of any and all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, county or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder.

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

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

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

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

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

- (a) During the performance of this contract, the Contractor agrees as follows:
 - i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take Affirmative Action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner's Compliance Officer setting forth provisions of this nondiscrimination clause;
 - ii. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
 - iii. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner's Compliance Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (b) When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - 1. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its Affirmative Section obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient

minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

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

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

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

of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (c) above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

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

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

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

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

For MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:

OWNER:

Attest: _____
Brandy C. Boyington, Secretary

By: _____
Jules K. Thiessen, Chairman

(SEAL)

FOR THE CONTRACTOR/VENDOR:

Date:

Contracting Firm

Attest: _____

By: _____
Principal of Contracting Firm

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2021-10

ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2021, before me personally came and appeared **Jules K. Thiessen**, to me known, who being by duly sworn, did depose and say that he is **Chairman of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; that he knows the seal of said AUTHORITY; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the said AUTHORITY, and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF AUTHORITY SECRETARY

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this ____ day of _____, 2021, before me personally came and appeared **Brandy C. Boyington**, to me known to be the **Board Secretary of the Mount Holly Municipal Utilities Authority** described in and who executed the foregoing instrument; s/he acknowledged to me that s/he executed the same as and for the act and deed of said AUTHORITY.

Notary Public

(SEAL)

CONTRACT (Continued)
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2021-10

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2021, before me personally came and appeared, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

On this ____ day of _____, 2021, before me personally came and appeared _____ to me known to be one of the members of the firm of _____, described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed same as and for the act and deed of said firm.

Notary Public

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

:SS

COUNTY OF _____

On this ____ day of _____, 2021, before me personally came and appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public

(SEAL)