

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

**Contract No. 2020-11**

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES  
COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING  
MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER  
PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

**BID DATE AND TIME:**

**Tuesday, June 2, 2020 at 10:00 a.m., prevailing time**

## **NOTICE TO BIDDERS**

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

**Tuesday, June 2, 2020 at 10:00am, prevailing time**  
**Contract No. 2020-11**

### **SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

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 Friday) from the administrative office of the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, 08060 or by downloading a copy from the "For the Public" tab - "Public Notices" dropdown on the Authority's website [www.mhmua.com](http://www.mhmua.com).

Signed and sealed bid submittals, one (1) bound original hard copy of original submittal, one (1) unbound copy of original submittal and bid security must be made on the standard bid form in the manner designated in the bid documents, must be enclosed in a sealed envelope bearing the name and address of the bidder and the name and number of the contract identified on the outside, addressed to Anthony G. Stagliano, Sr., Qualified Purchasing Agent (QPA), The Mount Holly Municipal Utilities Authority, 1 Park Drive, P.O. Box 486, Mount Holly, New Jersey 08060 on or before **Tuesday, June 2, 2020 at 10:00am, prevailing time**. Late bids submittals will not be accepted or considered. The Authority assumes no responsibilities for bid submittals mailed or misdirected in delivery.

All properly sealed bid submittals will be publicly opened, announced and recorded on **Tuesday, June 2, 2020 at 10:00am, prevailing time** in the Authority's conference room located at 37 Washington Street Mount Holly, New Jersey.

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

The 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 N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, Affirmative Action Regulations.

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

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

### **COVID-19 PUBLIC BIDDING NOTICE**

In accordance with the Governor's most recent Executive Orders regarding COVID-19 and social distancing requirements, The Mount Holly Municipal Utilities Authority (Authority) 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, and if they show any signs of illness, 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](http://www.mhmua.com). PLEASE PROVIDE THE EMAIL FOR A CONTACT PERSON WHEN SUBMITTING BID PROPOSAL.

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

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

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

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

**I. INSTRUCTIONS TO BIDDERS**  
**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 and every 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**

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

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

Owner – Shall mean the Mount Holly Municipal Utilities Authority

Vendor - Shall mean 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 2, 2020 at 10:00am prevailing time.**
- All properly sealed bid submittals will be publicly opened, announced and recorded on the date and at the time and place indicated in the Notice to Bidders

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

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

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

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

## II. BID SECURITY

### A. BID GUARANTY

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

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

### B. CONSENT OF SURETY

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

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

### C. CONTRACTS AND BONDS

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

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

### D. PERFORMANCE, LABOR AND MATERIAL (PAYMENT) BOND

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

The Vendor shall simultaneously with the delivery of the executed contract, submit an executed Performance Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner, in the amount of one hundred percent (100%) of the bid amount as security for the faithful performance of this contract and to guarantee payment to laborers and suppliers for the labor and material furnished in the performance of this contract. The form of the bond shall comply with N.J.S.A. 2A:44-147.

The Performance Bond provided shall not be released until final acceptance of the entire work to be performed under this contract and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed, furnished and approved by the Owner.

## III. INTERPRETATION AND ADDENDA

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

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

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

C. No oral interpretation of the meaning of the specifications will be made to any Bidder. Every request for an interpretation shall be in writing, addressed to the Owner. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the sealed bids. Any interpretations and any supplemental instructions by the Owner will be in typed form and will be distributed to all known prospective Bidders via fax, or email, whichever is more advantageous to the Owner. All interpretations, supplemental instructions or formal Addenda to the bid specification shall become part of the contract documents and shall be acknowledged by the Bidder and included in the sealed bid submittal. The Owner's interpretations or corrections of the bid documents shall be final.

D. Discrepancies in Bids

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

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

E. Pre-Bid Conference

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

#### **IV. GENERAL CONDITIONS**

**A. Contract Documents**

The Notice to Bidders, this 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 any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the 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 actually 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 actually provided to the Owner under this contract.

**D. Defective Materials**

In the event that the materials are not delivered as specified in the Contract Documents, the Owner may, at its discretion; purchase the materials from an alternate source of supply. If the expense to the Owner exceeds the price quoted by the 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 its bid, the Bidder certifies that the merchandise to be furnished shall not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will indemnify and save the Owner harmless from any damages resulting from claims for infringement, including counsel fees and expenses of suit or defense.

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

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

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

## VI. INSURANCE AND INDEMNIFICATION

### ✓A. Insurance Requirements

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

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

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

#### 2. General Liability Insurance

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

#### 3. Automobile Liability Insurance

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

#### 4. Pollution Liability Insurance

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

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

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

**VII. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The Owner is exempt from any local, state or federal sales, use or excise tax. 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 actually provided to the Owner under this contract.
- C. The successful 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 of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the 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 or firm shall not be issued a contract unless it complies with, the Affirmative Action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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 on the basis of 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. Stockholder Disclosure**

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

Bidders shall comply with Chapter 33 of the Public Laws of 1977, which provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its

stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The stockholder disclosure form shall be completed and attached to the bid proposal.

**☒ E. Non-Collusion Affidavit**

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

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

**☒ F. Business Registration Required**

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

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

**☒ G. Disclosure of Investment Activities in Iran**

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

A. In accordance with P.L. 201 2, 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.

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.201 2, 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. AFFIRMATIVE ACTION ACKNOWLEDGEMENT & QUESTIONNAIRE**

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

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

**IX. METHODS OF AWARD**

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

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

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

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

## **XI. DELAYS AND EXTENSION OF TIME FOR COMPLETION**

A. The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner, it is necessary or expedient for the Owner to do so. If the 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 un contemplated 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 contractor.

### **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 VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

**BIDDER'S INSTRUCTIONS:** The above shall herein be referenced as (the "Unit"). The Unit shall be a currently advertised production model as modified per this specification and meet all State and Federal requirements. The Unit shall be furnished with all standard equipment advertised whether or not specifically called for as listed in these specifications. The Unit shall be complete with all equipment required and ready for immediate operation to function as listed in these specifications. The Unit 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 "comply" or "non-comply" for each line item in the specification. Failure to provide the indications may cause rejection of a bid submittal. All non-comply responses and/or Bidder's proposed "Approved Equivalents" must be fully explained on the Exception Form, noting section and item. Failure to explain non-comply 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 unit, even if not specifically mentioned in this specification, shall be furnished.

The Unit'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. The ratings and requirements of the specifications must be met with both the water jet and the vacuum operating simultaneously.

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 equipment to the Owner at a location selected by the Owner.
- The equipment used for the demonstration shall be in all respects identical with the equipment to be furnished under the Bid except that it may have been in prior service.
- The demonstrated equipment shall be fully assembled.
- The demonstration of individual components separately will not be acceptable.
- The demonstration will be considered satisfactory if all components function properly at their rated operating conditions while both the vacuum and water jet are operating simultaneously.
- The debris body drain off shall also be tested while both units are operating.
- The demonstration will include, but may not be limited to the clearing and discharge of an actual sewer main and manhole as selected by the Owner.

- The debris and water supply tanks will be filled to capacity, and driven to the discharge point and unloaded and cleaned.

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 Unit furnished.

COMPLIANCE WITH RULES AND REGULATIONS: The Unit and associated equipment furnished must comply with all Federal and State Motor Vehicle Safety Laws and Regulations and shall be capable of passing the New Jersey State Motor Vehicle Inspection Laws, where applicable.

ENERGY STAR REQUIREMENTS: If applicable for items specified in the bid package, 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](http://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 brought to the attention of the Owner's Qualified Purchasing Agent, Anthony G. Stagliano, Sr. at 609-267-0015 before bid submission date. If, with knowledge of such error or omission and prior to the correction thereof, the Bidder/Vendor 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 Agreement unless and until approved and accepted.

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 may 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 "210 days to 240 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.

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

QUESTIONS: Questions, which arise before or during the construction of the Unit, shall be addressed in writing via e-mail from the bidder to Anthony G. Stagliano, Sr., Qualified Purchasing Agent, at [staglianoa@mhmu.com](mailto:staglianoa@mhmu.com).

**DELIVERY INSTRUCTIONS:**

- A. The Vendor must contact the Owner 609-267-1110 for authorization to schedule date and time prior to delivery. Deliveries shall be made to the Owner's wastewater treatment facility at 26 Maple Avenue, Lumberton, New Jersey 08048.
- B. The Vendor shall be responsible for all delivery, shipping and pick-up expenses, etc.
- C. The Unit must be pre-delivery serviced, completely assembled, operational, and cleaned prior to Owner delivery.
- D. All accessories shall be manufacturer installed when the item is available and prior to delivery.
- E. 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 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. 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 vehicle prior to delivery.
  - VIII. A Dealer Plate shall be affixed to the delivered vehicle.
- F. Delivery of the fully completed and fully compliant Unit shall be made no later than **two hundred forty (240) days** after receipt of Purchase Order.
- G. The vehicle shall be delivered with a minimum of a half tank of fuel.
- H. Deliveries made directly from the manufacturer (unless manufacturer is the awardee) shall not be acceptable.
- I. In the event the Vendor contracts a trucking/delivery company to deliver the Unit, a representative of the Vendor shall be at the delivery site at time of delivery to the Owner. **NO EXCEPTIONS**

**WARRANTY:** The Unit delivered must be guaranteed to be free from defects in materials, design and workmanship for a **minimum** of one (1) year (see additional warranties in bid 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 Unit shall provide for pickup, delivery and repair of the Unit 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 in accordance with all applicable American National Standards Institute (ANSI) and Occupational Safety & Health Administration (OSHA) regulations. 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 (tools and test equipment along with general shop safety) for safe operation. The training shall include but not limited to all general troubleshooting of the hydraulic system and associated electronics. A minimum of one (1), eight-hour seminar shall be scheduled and take place at the Owner's Maple Avenue wastewater treatment facility.

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

**NOTICE TO BIDDERS:** Bidders shall **not** be allowed to use vehicles/equipment in any type of shows, conventions, brochures, etc. without prior written consent of the Owner. **NO EXCEPTIONS**

**SECTION: VEHICLE ("UNIT") GENERAL**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Unit shall be a 2020 or newer, unused VACTOR 2100i Series Combination Vacuum & High Pressure Hydraulic Sewer Cleaning Machine plus Positive Displacement (PD) & Accessories Mounted on a 2020 or newer PETERBILT Model 348 having a minimum 46,000GVWR or Owner approved equivalent.		
2	The Unit shall have a single rear axle.		
3	The Unit shall not exceed 35-feet in length or 12-feet in height.		
4	The Unit shall be capable of high-pressure sewer line cleaning by the flushing action of a high-pressure water jet while simultaneously vacuuming liquids (using air conveying vacuum system) powered by the truck chassis engine that shall provide for the simultaneous removal of debris flushed to the manhole or pumping station by the high-pressure water system and shall successfully remove debris from sumps, manholes, wetwells, etc.		
5	The Unit shall be equipped with a self-contained water supply as the water source for the high-pressure pump that shall be powered by the truck chassis engine as the power source.		
6	The Unit shall be capable of being operated by one person with the operator's controls for the high-pressure water pump, hose reel, and the vacuum located at the front of the machine on the hose reel.		
7	The Unit shall have a ten (10) cubic yard debris body.		
8	The Unit shall have a 1,000-gallon fresh water storage capacity.		
9	The Unit shall have an articulating 270° rotating high pressure hose reel mounted at the front of the cab to allow the Unit to be operated by one (1) person with all controls for high pressure water jet, hose reel and vacuum located at the operator's position at the hose reel.		

10	The Unit shall have Bellypack Wireless Controls with hose reel controls, 2-way communications and LCD Display		
11	The Unit shall have a Rapid Deployment Boom (RDB) capable of rotating a minimum of 180° with rotation by means of an electric-over-hydraulic solenoid system with a means of adjusting speeds of the boom's actions.		
12	The Unit shall have reduced noise level at the operator station to not exceed 90db when both jetting and vacuum functions are at maximum performance level.		
13	The Unit shall have a 180° back-up camera system with cab mounted screen to enhance employee/pedestrian safety and reduce liability to the Owner		
14	The Unit shall have a front, reel mounted manhole camera system with cab mounted screen to assist with Unit positioning to enhance employee safety.		

**SECTION: DEBRIS STORAGE BODY & DOOR**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	There shall be a minimum of a 5-year parts and labor warranty on the debris body.		
2	The debris storage body shall be cylindrical with a minimum usable liquid capacity of ten (10) cubic yards, with a useable "solid" debris capacity of not less than nine (9) cubic yards.		
3	The debris body shall be fixed on an independent frame, separate from the chassis frame, and mounting via a three-point mounting system to allow flexing to occur, without causing frame damage.		
4	The debris body shall be constructed of corrosion and abrasion resistant, high strength steel that is a minimum of 3/18-inch in thickness with a minimum yield point of 50,000psi and minimum tensile strength of 70,000psi and designed and constructed to withstand a vacuum of not less than 360 column inches of water. MILD STEEL OF ANY THICKNESS IS NOT ACCEPTABLE		
5	The debris body shall be loaded from the top center to distribute the load while in transportation.		
6	The debris body shall be dumped by raising the body to a minimum of a 50-degree angle, by using a forward mounted, multi-stage hydraulic dump cylinder having a minimum 56,000lb. lift capacity to assure stability during the dumping cycle and to prevent the debris body door from hitting the ground during dumping, all while the water tanks are completely full.		
7	The debris body shall be equipped with an external load level indicator as well as a digital debris body load level indicator at the operator controls to show the load level and when the body is loaded to capacity.		
8	All hydraulic pistons and hoses shall be external to the debris tank to increase operator safety during maintenance and repair and to improve equipment longevity.		
9	The debris body shall have a manual lock-out prop permanently hinged to the tank body frame to support the debris body in a raised position for service and maintenance that can be raised with a handle positioned so an operator will not have to reach under the debris body.		
10	For operator safety, the hydraulic controls to raise and lower the debris tank and to open and close the rear debris tank door shall be located on the power deck close to the cab on the curb side of the unit.		
11	The debris body shall have a steel deflector/splash shield permanently attached under the rear door to deflect debris from the rear of the tank.		
12	The debris body shall be equipped with a full door swinging strainer screen to protect the gate valves to retain maximum solids in the debris tank while allowing excess water to drain off by gravity.		
13	The debris body shall have one (1) 6-inch decant system air actuated knife valve on the curbside of the unit		
14	The debris body shall have hydraulic or spring loaded fold down pick-up tube racks constructed of tubular steel on both sides of the debris body capable of holding 7-inch diameter flat flanged pick-up tubes ranging in length from 3-feet to 7-feet in each rack position and all racks and piping must be accessible by the operator while standing on the ground.		
15	To achieve material separation and reduce the possibility of discharging material into the atmosphere the vacuum system will require dual air ducting using a dual stainless steel float ball shut off system to stop the debris body from filling when the body is full and to prevent debris body carry over into the vacuum inlet during transportation with high impact corrosion resistant screens for the check ball(s) constructed of #304 stainless steel and a dual shut off will be located rear mounted of the body.		
16	There shall be an automatic vacuum breaker assembly unit that shall be automatically activated when the vacuum system is off and shall have the ability to be controlled at the front hose reel control station allowing the operator to pick up large debris with the boom and place the debris on		

	the road surface, and the system can be used in the event suction must be shut off in the case of an emergency.		
17	The debris body shall be equipped with a high-flow internal debris tank flushing system allowing for total debris tank cleaning without entering the tank or needing to tip the body above 15° while at the same time flush out the debris and scour the rear door, ceiling, sidewalls, and bottom of the tank with full volume and pressure using a system of nozzles installed in the debris tank in a manner so as not to become buried in the debris to be controlled from the curbside operator's station and shall draw water from the water tanks		
18	A lube manifold shall be provided on the unit to allow ground-level greasing of the boom and swing cylinders, float level indicator, top rear door hinges and debris body, and hoist cylinder pins.		
19	The debris body shall have a full-sized, full-opening, top-hinged, hydraulically controlled (open/close) flat rear door equipped with a replaceable neoprene type seal to prevent leakage and a hydraulic door lock system [four (4) individual rod and receiver fully independent and adjustable block-type sequential door locking system] to be activated from the curbside location with the debris body dump controls.		
20	The debris body door locking system must remain secured in the closed position to minimize the potential for accidental discharge of debris and/or remain in the open position after the dumping cycle in spite of any system failure.		
21	The debris body door hydraulic cylinder(s) shall allow the door to be held open in any position from fully closed to fully open.		
22	Two (2) rear door props shall be provided to lock the debris door in the open position during repair and maintenance operations.		
23	The debris body door shall have two (2), 6-inch diameter knife valve style (fully open blade type) drain valves and 15-feet of 6-inch lay-flat hose shall be provided on the rear door to permit the draining of excess liquids from the tank. The drain valves shall be located at 3:00 and 6:00		
24	The lay-flat hose shall be attached to the valves with a quick coupler with the valve handle capable of being reached by the operator while standing on the ground.		

**SECTION: RAPID DEPLOYMENT BOOM (RDB) AND VACUUM PICKUP HOSE**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Unit shall have a Rapid Deployment Boom (RDB) capable of rotating a minimum of 180° with rotation by means of an electric-over-hydraulic solenoid system with a means for adjusting speeds of the boom actions.		
2	The RDB shall be deployed using a wireless pendant control allowing the operator to remotely control the direction of the boom (up/down, left/right, extend/retract), emergency shutdown and throttle control, with the ability to be operated at a minimum distance of 20-feet from the front of the machine. (Activation of the emergency shutdown shall disengage equipment and idle down the chassis engine)		
3	The RDB shall telescope a minimum of 10-feet out and extend the debris hose 15-feet with 7-inch diameter debris hose and be capable of rising to a height of 19-feet.		
4	The RDB shall have an electric over hydraulic solenoid system equipped with an override on the hydraulic circuit to relieve the boom should it fail at any telescoped or rotated positions as manual relief by loosening a hydraulic coupling is unacceptable.		
5	The RDB shall have self-adjusting, pressure fittings couplings at all connections between the debris body and vacuum system.		
6	The RDB shall not rise with the debris body during dumping and have the ability to transport with collection tube attached.		
7	The RDB shall: <ul style="list-style-type: none"> <li>• Be supported during travel in a cradle permanently attached to the debris tank; and</li> <li>• Have a full cab protection device, independent of the cab to protect the cab from boom damage; and</li> <li>• Have a lock down device at the front passenger side of the Unit adjacent to the telescopic hose reel to keep the RDB and intake hose stationary while in transit and so arranged to not interfere with the driver's view.</li> </ul>		
8	The RDB shall vacuum debris into the storage tank through an extra heavy-duty 7-inch diameter, 3/8-inch thick heavy-duty wire reinforced rubber intake hose and connector, guided along an RDB boom assembly mounted on top of the debris tank.		
9	The RDB will use 7-inch diameter flat flanged type pickup tubes with independent clamps (various lengths of pickup tube totaling 20-feet and all required clamps shall be supplied with Unit) as extensions to the vacuum intake hose and to include a specially tipped vacuum nozzle.		

10	An access hatch shall be provided to allow for the removal of debris from the intake hose without having to remove the suction hose.		
11	The RDB shall have a grate lifting hook firmly installed on the boom		
12	The RDB shall be equipped with a pneumatically operated internal boom damper valve located inside the boom tower to allow the operator to close the passageway into the debris tank building an internal tank pressure of 204-inches of water to create enough updraft to loosen compacted solids that would normally require removal by mechanical means or allow the operator to close the boom valve while submerging the intake tube below the water level without vacuuming the water, to pick-up submerged debris without removing the water first.		
13	With the truck transmission in reverse and the valve closed, a positive pressure shall be attained inside the debris tank, thereby allowing an operator to create a powerful positive surge of air through the vacuum tube for discharging materials that may become lodged inside the suction tube and for pressure discharging liquids from the debris tank.		

**SECTION: VACUUM SYSTEM & POSITIVE DISPLACEMENT BLOWER (PDB)**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The vacuum system shall be capable of vacuuming debris, sludge, stones and silt while underwater without the need for reduced size intake tubes, nozzles or requiring the liquid be removed first and must be capable of operating simultaneously or independently of the high-pressure water system.		
2	The vacuum system shall have a "Roots 821" 16-inch positive displacement rotary lobe type blower or Owner approved equivalent capable of 3600 CFM @ 200-inches of water column inlet volume with cast iron rotary lobes bolted to the steel stub shaft shall be provided: <ul style="list-style-type: none"> <li>Bidder shall provide with the bid documents, certification and curves indicating the vacuum rating in inches of water column, maximum CFM with vacuum system operating at peak condition, rpm and horsepower required to perform at standard operating conditions.</li> </ul>		
3	The positive displacement blower shall will be operated by the front engine, through a transfer case (direct drive to blower with no belts) and shall be equipped with a silencer and an exhaust outlet shall be installed above the cab with a protective rain cap.		
4	The positive displacement blower shall be protected by a minimum of two (2) vacuum relief valves protected with screens to prevent objects being pulled into the valves.		
5	A final filter shall be supplied to limit the ingestion of solid or liquid abrasive material into the positive displacement blower and must be positioned between the outlet of the debris body and inlet of the vacuum blower and contain a removable and cleanable stainless steel micro-screen(s).		
6	The vacuum system shall incorporate a stainless steel final filter screen in the housing, located prior to the blower inlet		
7	There shall be a self-aligning ball and vulcanized rubber socket connector between the debris tank and the vacuum system.		
8	The Unit will have a vacuum breaker valve operable from the front operator's station and the wireless pendant control.		
9	Two (2) vacuum unloader valves will be built into the system to maintain high negative pressure and set at 16-inches hg.		
10	The positive displacement blower must achieve the maximum rated performance at no more than 2250 RPMs to ensure longer blower life and quiet operation.		
11	An air shift control shall be located in the cab to control the blower transfer case and hydraulic power.		
12	There shall be four (4) centrifugal cyclone separators, two (2) on each side of the Unit, to be located in the inlet chamber to the positive displacement blower with the cleanout box (not mounted within the debris body and accessible from the ground for cleaning and maintenance) allowing the separator to remove particles from the air stream, protecting the positive-displacement blower from the dry material.		
13	Lubrication shall be by means of a self-contained splash system with a sight eye to check oil levels.		
14	An air/water separator shall be incorporated between the exhauster and debris tank to allow for settling of contamination out of the main air flow and reduce noise levels from the system.		
15	The exhauster case shall be high tensile iron, precision machined from a single dense casting.		
16	The air/water separator shall include stainless steel micro strainers, which are easily removed from ground level by the operator for cleaning and maintenance without the use of overhead lifting devices or the removal of nuts or bolts.		
17	Be equipped with a vertically mounted silencer having a 6" diameter clean-out to minimize sound levels from the exhauster.		

**SECTION: WATER TANKS**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Water tanks shall have a minimum certified capacity of 1000 gallons of useable water and must carry a minimum of a 10 year parts and labor warranty against defects in workmanship and potential cracking or corrosion caused by water, sunlight, and variable weather conditions.		
2	The water supply shall be contained in cylindrical aluminum, baffled tanks or constructed of non-corrosive, non-metallic, durable cross-linked polyethylene, or stainless steel, to eliminate rust, corrosion, and stress cracking and no water tank shall have to be shut off and/or drained, to prevent freezing during cold weather.		
3	The water tanks shall be located from behind the cab to the end of the frame rail in such fashion to assure optimum center of gravity and weight distribution from front to rear of the Unit while not extending beyond the length or width of the Unit or midline height of the debris body.		
4	Water tanks shall be independent of the debris body and not share common walls or provide structural support to the debris body, and remain stationary when raising the debris body during dumping.		
5	The tanks shall be removable from the chassis for maintenance, repair or replacement and to allow the Unit to continue to be operable if a tank must be repaired.		
6	The water tanks shall be mounted on rubber lined J-straps of the sub frame assembly.		
7	A winter recirculation system shall be provided to prevent freezing of the water while in transit or idling at the site. <ul style="list-style-type: none"> <li>• <b>No water tank shall have to be shut off and/or drained to prevent freezing during cold weather.</b></li> </ul>		
8	Water tanks shall have a system or valves to allow for each tank to be drained.		
9	Water tanks shall not leak when the debris tank is dumping.		
10	Water tanks shall be interconnected with minimum 4-inch lines for ease of rapid filling and are to be filled from a single curb-side point equipped with an anti-siphon device, y-pattern stainless steel inlet strainer and 25-feet of 2½-inch fill hose assembled with the National Standard 2½ inch hydrant fittings with hydrant connectors, fittings, and a hydrant wrench.		
11	The water tanks shall be adequately vented and equipped with water level sight gauges located within easy sight of the operator station and water tank filling locations.		
12	<a href="#">Water supply to pump shall allow dumping of the debris tank and operation of the water pump while in the full dump position. (Addendum May 11, 2020)</a>		

**SECTION: HIGH PRESSURE SINGLE PISTON WATER PUMP**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Unit shall have a dual-acting single-piston hydraulic powered water pump located below the entire water supply to ensure pump is flooded at all times so that priming is not required and equipped with a drain valve.		
2	The hydraulic powered water pump shall be powered by the chassis engine. The chassis engine must be sized to operate the water pump and vacuum system each at full load simultaneously including all accessory items, lights, etc. which may also need to be operated. <ul style="list-style-type: none"> <li>• <b>A front mounted pump or PTO with a through the radiator drive shaft is not acceptable.</b></li> </ul>		
3	The high-pressure water pump and exhauster shall be powered from the single chassis engine via a split shaft PTO with simultaneous operation to provide for maximum water pressure and vacuum at an engine speed not to exceed 2,300rpms allowing for adequate reserve horsepower from the engine.		
4	The high pressure water pump shall have a design capacity of 80gpm@2,500psi and shall be certified to deliver 35gpm and 80gpm at 2500psi.		
5	The high pressure water pump shall have a factory-set pressure relief valve set at maximum operating pressure and sealed at the factory.		
6	The high pressure water pump shall be capable of operating simultaneously and independently of the vacuum system.		
7	The high pressure water pump shall have the ability to run dry for an extended period of time in excess of 30 minutes, allowing it to be used to purge excess water from the water lines and jet/rodder hose without damage to the pump		
8	The high-pressure water pump shall be engaged or disengaged from the front operator control panel without damage to the pump itself or the drive system.		
9	The high-pressure water pump shall have a feature that provides jack-hammer action through severe obstructions.		



10	The high-pressure water pump shall have three (3) individual manually operated water flow control valves at the operator's station.		
11	The water side of the high-pressure water pump shall have all surfaces in contact with the water manufactured from the following materials: stainless steel, polyurethane, Teflon, rubber, or high strength gray iron.		
12	There shall be a 3-inch Y style strainer (stainless steel, 80 mesh filter screen) installed prior to the water pump suction inlet to serve as an additional filtering device.		
13	There shall be a drain mounted at a level lower than the water tanks but readily accessible to allow maintenance, repair, or replacement.		
14	The Unit shall have a water recirculation system to permit cold weather operation and to prevent freeze-up of the water pump, hoses, and valves while driving at highway speeds in freezing temperatures.		
15	The high-pressure water pump shall have pressure piping system designed and constructed of 1" ID pipe.		
17	The Unit shall have a wash down system as part of the primary water pump system that includes an adjustable spray hand gun rated at 2500psi and include 35-feet of ½-inch high-pressure quick-disconnect hose located at the hose reel.		
18	The Unit shall have a Nitrogen charger accumulator shall be provided to allow for continuous flow operation and to act as a shock dampener throughout the water systems.		

### SECTION: MULTI-FLOW SYSTEM

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The jet rodder pump is to be equipped with a hydraulically driven system that allows the operator, by changing nozzles and using a dial control on the hose reel, to vary flows and pressures independently of each other through the entire range of the water delivery system described. <ul style="list-style-type: none"> <li>This system shall be in addition to the normal configuration of the pump.</li> <li>This feature shall depend fully upon an addition to the standard pump configuration and an additional element to the hydraulic drive configuration of the pump supplied.</li> <li>This feature shall permit a "jack-hammer" type action of the jet rodding hose to assist with clearing severe obstructions. <ul style="list-style-type: none"> <li>➤ <b>Mere change of nozzles or the use of manually manipulated ball valves will be deemed unacceptable.</b></li> </ul> </li> </ul>		
2	The multi-flow system shall be operable with a minimum 1-inch diameter jet rodding hose that meets all required operating pressure and burst strength standards set forth in this specification.		
3	The multi-flow system shall have a cold weather PTO driven recirculation system <ul style="list-style-type: none"> <li>To protect the Unit when operated in temperatures at or below freezing.</li> <li>That can be continuously operated at any speed the Unit is driven.</li> <li>That is capable of recirculating a minimum of 20gpm through the entire water system, including the high pressure pump and hose reel.</li> </ul>		
4	The multi-flow system shall have a rodder pump drain valve to allow complete draining of the pump, hoses and piping for maintenance and when temperatures at or below freezing		
5	The multi-flow system shall have the sewer cleaning hose attached in a closed loop system allowing water to constantly circulate at all truck speeds.		
6	The multi-flow system shall have an air purge capable of purging water from the system for storage.		
7	The multi-flow system shall have a Nitrogen charger accumulator to allow for continuous flow operation and to act as a shock dampener throughout the water systems.		

### SECTION: JETTER HOSE REEL ASSEMBLY

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Unit shall be equipped with one (1) front mounted hydraulically powered hose reel assembly powered in both directions by means of a double chain (minimum of 50 chains heavy) and sprocket drive, equipped with a 1-inch adjustable rotating swivel joint and that has replaceable seals on the inlet line to provide free reel rotation that shall be capable of movement without starting the truck.		
2	The hose reel assembly shall be mounted on an independent frame of sufficient design and construction to eliminate the need for any additional form of support when the reel is nested or in the fully extended position and shall not require any other form of support other than the frame mounting. (Use of an outrigger for stability of the hose reel when extended is an acceptable method of additional support)		

3	The hose reel shall have the capability to secure the jet/rodder hose to the hose reel frame during transportation mode by means of a hollow threaded coupling.		
4	The hose reel assembly shall be equipped with one continuous 700-foot length, of 1-inch diameter Piranha high-pressure jet/rodder hose capable of operating at 2,500psi with a 6,250psi burst pressure.		
5	The hose reel shall assembly telescope and retract 15-inches on a straight line along the centerline axis of the truck with the hose reel in its fixed position parallel to the truck grill for both operational and maintenance needs. The extension will allow the operator to check fluids on tilt type cabs without tilting the reel.		
6	The hose reel assembly shall rotate by means of a hydraulic motor drive, about the centerline on a large diameter ball bearing through 270-degree rotation to afford an unobstructed line along which the jet hose can reach the working end of the boom in any of the work positions along the booms rotation. Under no circumstances, may the reel extend beyond the safe width of the truck in any of its working positions.		
7	The hose reel assembly shall be capable of rotating a minimum of 180-degrees and to locking at any desired point to allow the operator to work in any position.		
8	The hose reel shall have the hose located behind the steel housing and provided with a flexible 10-foot leader hose with swivel connector for ease of placement and protection of the jet/rodder hose within the manhole.		
9	The hose reel assembly shall be mounted at a height that will assure the operator has unobstructed visibility while driving the Unit.		
10	The hose reel assembly shall be hydraulically driven in both forward and reverse directions via hydraulic motor with dual sprockets and chain system.		
11	The hose reel assembly shall have variable speed controls on each side of the hose reel so the reel rotation will stop instantly when the operator disengages the payout or retrieve mode.		
12	The hose reel assembly shall have all controls for operating the high-pressure water system mounted on the reel assembly frame.		
13	The hose reel assembly shall have operator controls that incorporate a flow control device to regulate the rotational speed of the reel in both directions.		
14	The hose reel assembly shall be equipped with controls on each side for operator safety and productivity.		
15	The hose reel assembly shall be prohibited from extending beyond the safe width of the Unit in any of its working positions for operator safety.		
16	The hose reel assembly shall be equipped with an automatic mechanical level wind guide to rewind the hose in an orderly fashion that shall also be manually adjustable to allow for resynchronizing the level wind should it be out of synchronization.		
17	The hose reel assembly shall be provided with a manual level wind guide system to be used in the event of failure of the automatic level wind system and shall have the ability to be installed on a provided bracket with minimal effort.		
18	The hose reel assembly shall be provided with a hose tensioner to help hold the hose in place on the reel.		
19	The hose reel assembly shall have a digital hose footage counter to accurately measure in 1 inch increments how much hose is in the sewer line and shall be visible from the hose reel control center.		

**SECTION: JETTER HOSE REEL OPERATOR CONTROLS**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The front hose reel control panel shall give the operator the option to adjust controls to the most individually comfortable position as the operator has full access to controls at any point in a 90-degree arc, can see their dashboard data on screen while operating the hose reel and boom functions, and to view operating mode, recirculation status, water pressure and flow, hose footage, chassis RPM, Vacuum information, water level, debris tank level, etc.		
2	Following are the minimum controls (joysticks, knobs, gauges) to be located on the operator's station at the hose reel:		
	<i>Boom Controls (Left/Right/Up/Down)</i> <i>Boom joy stick</i> <i>Boom remote pendant plug-in</i> <i>Digital flow meter</i> <i>Electronic E-stops at each control station</i> <i>Engine Throttle Control</i>	<i>Handgun control valve</i> <i>High pressure water gauge</i> <i>Hose Footage Counter digital</i> <i>Hose Reel-Out/Reel-In Control</i> <i>Hose Reel Pinch Roller Lock/Unlock</i> <i>Hose reel rotation and speed control Knob</i>	<i>Lock/Unlock</i> <i>Multi-flo variable GPM</i> <i>Sewer jet pump control valve</i> <i>Vacuum blower</i> <i>Vacuum breaker controls</i> <i>Vacuum gauge</i>

	Hose Reel Telescope In/Telescope out	Water Pump (Rodder) On/Off
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**SECTION: OPERATOR CONTROLS – CAB (INTUITOUCH )**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The Unit shall have a 7-inch In-Cab One-Touch control screen that will give the operator the ability to activate, control, engage/disengage, monitor or view the following when seated in the passenger compartment:		
	<i>Chassis RPM</i>	<i>One touch park and clean / PTO Transfer case engaged</i>	
	<i>Controls for lighting</i>	<i>Recirculation status, flows, pressures, etc.</i>	
	<i>Control of all operating modes &amp; systems of PTO &amp; transfer case</i>	<i>Water pressure and flow with low water alarm and water pump flow indicator</i>	
	<i>Debris tank and water tank levels</i>	<i>Vacuum information</i>	
	<i>One button function control of the water and air system</i>	<i>Single viewing screen for cameras</i>	

**SECTION: NOZZLES AND SEWER CLEANING ACCESSORIES**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	5 nozzles and skids shall be furnished and fabricated from tool steel hardened to 50 Rockwell-C hardness including: <ul style="list-style-type: none"> <li>One (1) 15-degree sanitary nozzle</li> <li>One (1) 30-degree sanitary nozzle</li> <li>Two (2) 15-degree penetrator nozzles</li> <li>One (1) Red Devil of a currently manufactured model type storm nozzle or equivalent 80 GPM large diameter cleaning nozzle</li> </ul>		
2	Jetter line guiding the hose into the sewer shall be provided to include: <ul style="list-style-type: none"> <li>Three (3) flexible hose guides</li> <li>Three (3) steel braided leader hoses each at 10-feet in length.</li> </ul>		
3	Side-mounted spring loaded tube racks each capable of holding two (2) standard length pickup tubes shall be provided on each side of unit and shall not mounted at or below 36-inch from the ground.		
4	The following 7-inch vacuum tubes shall be supplied and include a sufficient number of adjustable over center quick clamps to join all of the vacuum tubes by their aluminum flange ends. (e.g. Vactor style clamps): <ul style="list-style-type: none"> <li>Two (2) sections at 7 foot</li> <li>Two (2) sections at 5 foot</li> <li>Two (2) sections at 3 foot</li> <li>Two (2) section at 6.5 foot with a catch basin tip installed</li> <li>Twelve (12) adjustable over center quick clamps</li> </ul>		
5	Tool and equipment storage shall include: <ul style="list-style-type: none"> <li>A lockable (including four [4] keys) 16-inch wide x 96-inch deep x 30-inch high tool box constructed of diamond plate tread-brite aluminum, sealed and weatherized with stainless-steel latches shall be provided behind the cab.</li> <li>A lockable (including four [4] keys) 48-inch wide x 24-inch deep x 22-inch high tool box constructed of diamond plate tread-brite aluminum, sealed and weatherized with stainless-steel latches shall be provided on the curb side.</li> </ul>		
6	A front-mount, drop in style safety cone storage rack		

**SECTION: CAB**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The cab shall have a one piece, forward tilting Metton style huckbolted aluminum hood with: <ul style="list-style-type: none"> <li>90-degree frame mounted torsional hood pivot tilt assist hinges</li> <li>An anti-blow-down locking mechanism that keeps the hood open during servicing and unintentional closing</li> <li>Aluminum side skins, rear skin and windshield mask</li> <li>Steel firewall, steel front floor sheet and steel isolator insert</li> <li>Hood latch on each side secures the hood to the cowl</li> </ul>		
2	The cab shall have a cab air suspension system of a currently manufactured model for worker comfort and safety.		

3	The cab shall have two (2) (driver/passenger) 85-degree opening bulkhead style access/egress doors with dual door stops, power door locks and windows, integrated armrests, tinted safety glass, storage pockets, vent windows, extruded aluminum door frames and full length, heavy-duty piano-type stainless steel door hinges and pins.		
4	The cab shall have two (2) stainless steel exterior heated, power adjustable style 7-inch x 16-inch (minimum) side-view mirrors with heated 8-inch convex spot mirrors with heat element affixed to a "C" type breakaway mounting bracket for each door.		
5	The cab shall have two (2) 36-inch (minimum length) stainless steel grab handles securely mounted to the exterior "B" post of the cab adjacent to each door for worker safety when entering or exiting the cab.		
6	The cab shall have two (2) 12-inch (minimum length) stainless steel grab handles securely mounted to the interior "A" post of the cab adjacent to each door for worker safety when entering or exiting the cab.		
7	The cab shall have one (1) exterior stainless steel sun visor mounted to the cab above the windshield.		
8	The cab shall have one (1) interior sun visor for the driver and passenger seats.		
9	The cab shall have a full size, full view windshield and an extended non-operable rear window, both with tinted safety glass.		
	Cab dash panels shall be removable for easy access to electrical and HVAC components.		
10	The cab shall have an interior grey color with two coat hooks for driver/passenger, and cast rubber flooring with integral sound barrier and knock-out plugs.		
11	The cab shall have overhead storage console with radio/phone pockets and two cup holders		
12	HVAC system to include heater, defroster, air conditioning (a/c shall have self-diagnostics features with dash displayed fault codes).		
13	The Driver seat shall be a heavy duty vinyl covered air suspension high back air operated seat with lumbar support, inboard armrest and three-point seatbelt.		
14	The passenger seat shall be an heavy duty vinyl covered non-air ride seat with three-point seatbelt.		
15	Power steering with a multi-position telescopic and tilting steering column for driver convenience and safety with, but not limited to electric horn, cruise control, air horn, emergency flashers, steering column mounted turn signals etc.		
16	Cab gauges/indicators/instruments provided in the vehicle cab shall be LED backlit and include but not be limited to:		
	<i>Dual air pressure gauges (primary &amp; secondary) with low pressure warning alarm</i>	<i>Direct read oil, transmission and coolant temperature gauges &amp; engine oil pressure gauge</i>	
	<i>Electronic engine throttle and cruise control</i>	<i>Dash mounted parking brake control and warning light</i>	
	<i>Electronic Speedometer (MPH /KMH)</i>	<i>Tachometer</i>	
	<i>Electronic Tachometer</i>	<i>Voltmeter gauge</i>	
	<i>Engine hour meter</i>	<i>Engine fan clutch override switch</i>	
	<i>Electric fuel level gauge</i>	<i>Warning light and buzzer for engine high coolant temperature</i>	
	<i>Warning indicators for high beam, parking brake, turn signals</i>	<i>Oil pressure gauge with low oil warning light and buzzer for engine low oil pressure</i>	
17	Cab power package shall include but not be limited to:		
	<i>AM/FM radio with weather-band</i>	<i>Plug in auto reset circuit breakers</i>	
	<i>CB Term Wiring</i>	<i>Chromed roof-mounted air horn</i>	
	<i>Headlights Composite Fender Mounted w/Integral park, turn, &amp; side marker</i>	<i>Intermittent electric windshield wipers with electric windshield washer and tank</i>	

### SECTION: ENGINE & EQUIPMENT, TRANSMISSION & DRIVE SHAFT

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	The shall have a new, unused diesel engine appropriately sized to operate the high pressure water pump and debris vacuum system each at full load simultaneously including all accessory items, lights, etc. which may also need to be operated that meets all applicable federal (2013 Emissions) and New Jersey diesel emissions standards and shall be California Air Resources Board (CARB) engine idling compliant (including factory installed serialized sticker).		
2	The diesel engine shall include self-diagnostic features and code readout at dash and have Engine Protection Shutdown to include oil pressure, oil temperature, coolant temperature, & intake manifold temperature.		
3	The diesel engine shall have a programmable electrically integrated remote engine speed control including wiring for body builder's installation of PTO controls and ignition switch.		
4	The diesel engine shall have a Variable Geometry Turbo (VGT) Exhaust Brake.		
5	The diesel engine shall have a 12-volt heavy-duty starter with thermal over-crank protection.		

6	The diesel engine shall have the appropriate number of premium 12V Dual Purpose maintenance free batteries each with a minimum of 2100 CCA and a battery disconnect switch mounted on the battery box and circuit protection		
7	The diesel engine shall have a remote PTO & Throttle position for stationary operation through transmission mounted PTO and transfer case-driven PTO equipment.		
8	The diesel engine shall have a minimum 130amp brushless alternator and voltage regulator.		
9	The diesel engine shall have an immersion type pre-heater 110-120V.		
10	The diesel engine shall have a spin-on fuel filter frame mounted heated fuel/water separator.		
11	The diesel engine shall have a steel belly pan with a magnetic engine oil drain plug to capture and holds any metal fragments in engine oil.		
12	The diesel engine shall have a radial seal, dry type air cleaner with frontal air intake.		
13	The diesel engine shall have a spin-on fuel filter frame mounted heated (Includes fuel water separator)		
14	The Engine Cooling Package shall: <ul style="list-style-type: none"> <li>• Have a heavy-duty type, high efficiency cooling system radiator and long-life coolant protected to a minimum of -40° F</li> <li>• Have Silicone radiator and heater hoses with constant torque heat shrink radiator clamps and constant tension and torque band clamps reduce leaks.</li> <li>• Be designed for the installation of a front engine power take-off (FEPTO) with shaft passing under the radiator</li> <li>• Have a fan clutch</li> <li>• Be rated for stationary operation and equipped with a rock guard and radiator mounted grill</li> <li>• Have a low coolant level sensor warns of low coolant condition to prevent engine damage.</li> <li>• Have a thermal fuse in the air conditioning compressor clutch allowing the pulley to free spin in the event of a compressor failure.</li> <li>• Have a full fan shroud, ring and rubber boot to improve under hood airflow cooling capacity.</li> </ul>		
15	The diesel engine shall have an appropriately sized engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components, Teflon-lined, stainless steel braided compressor discharge hose and Schrader valve for charging of air system from external source		
16	Exhaust system shall: <ul style="list-style-type: none"> <li>• Be "dual can" vertical exhaust to work with Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) systems and include a dash-mount (DPF) inhibit switch.</li> <li>• Have a single, vertical exhaust with chromed tailpipe and heat shield with a curved tailpipe that will be rainspout or turn out style that will extend above the right side of the cab.</li> <li>• Includes cab entry RH under cab &amp; full round stainless steel exhaust guard</li> <li>• Have a 6-gallon diesel exhaust fluid tank located next to the fuel tank.</li> </ul>		
17	Transmission shall be an appropriately sized automatic transmission and driveline w/two mid-ship bearing, magnetic transmission oil drain plug and coated driveshaft splines.		

#### SECTION: CHASSIS, AXLE, BRAKES, TIRES, RIMS & SUSPENSION

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	All standard and optional equipment shall be new, unused and Original Equipment Manufacturer (OEM) items, when available. <b>NO EXCEPTIONS.</b>		
2	The chassis frame rails shall be compatible to sewer cleaner body manufacturer's standards, shall be reinforced and compatible with requested G.V.W.R., with a wheelbase and cab to axle dimensions compatible with body and the completed Unit shall not exceed 35-feet long and 12-feet high.		
3	The chassis shall include dual power steering with a appropriately sized and rated front axle, taper style multi-leaf springs, shocks, standard oil seals, cast drum cam brakes with outboard mounted drums, and auto slack adjusters.		
4	The steering axle shall be factory aligned to improve handling and reduce tire wear.		
5	Zerk fittings (or equivalent) shall be used on tie rod ends, kingpins, draglink ball joints and Glidekote splines (or equivalent) on steering shaft for ease of maintenance and help extend service life of components.		
6	The chassis shall include an appropriately sized rear axle, with spring suspension, magnetic rear axle oil drain plug, oil seals, synthetic axle lubricant, cast drum cam brakes with outboard mounted brake drums, auto slack adjusters, parking brakes both axles, and anti-lock braking system (ABS).		
7	Parking brakes shall be incorporated on all drive axles for optimal performance.		

8	The frame will be double C-channel style with a strength rating of 120,000psi minimum, 3-piece C-channel cross member with cast gussets and two (2) tow hooks front and two (2) tow hooks rear, attached to the frame and rated for the total Gross Vehicle Weight of the unit.		
9	Rubber-lined clamps shall be used along frame rail to protect air & electric lines routed in/on frame.		
10	Chassis hose and wiring bundles shall be routed through gussets providing protection for the lines.		
11	Front and rear wheel mud flaps shall be installed to reduce road spray, improve visibility for other motorists traveling behind the Unit, increase equipment longevity, and help maintain a cleaner truck.		
12	Air equipment shall include an appropriately sized air dryer with heater, nylon chassis hose, steel painted air tanks and body connections.		
13	The Unit shall have one (1) 90-gallon under cab diesel fuel tank as follows: <ul style="list-style-type: none"> <li>• 26-gauge aluminum mounted on the left side under the cab with heavy-duty aluminum brackets and stainless steel straps.</li> <li>• Wire braided fuel line connected to a single draw/return, top-draw fuel system</li> <li>• Steel bumper swept back painted w/ 2 tow pin holes with step plates on top of the bumper to act as cab access</li> </ul>		
14	Appropriately sized tires & wheels shall be included to meet the manufacturer's specifications for the chassis supplied.		

### SECTION: WEIGHT REQUIREMENTS & SCALE SYSTEM

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Weight shall be distributed correctly to remain within the legal load limits and comply with the State of New Jersey Commercial Vehicle Size and Weight Regulations in consideration of all tanks (water & fuel) fully loaded.		
2	Bidder shall attach a copy of a certified scale weight receipt for the truck tare weight equipped as bid with fully loaded water and diesel tanks.		
3	The unit shall be provided with a deflection transducer scale system setup to give the gross weight of the machine with a three-point system weighing front and both back axles and giving total weight within 5% accuracy.		
4	The system shall have two lights for identifying if the combination unit is carrying a loaded weight which is under the load limits (orange light) or if the unit is carrying a loaded weight which is over the load limits (red light)		
5	The technical bulletin will be provided from the manufacturer for mounting installation instructions.		

### SECTION: ELECTRICAL

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Electrical systems shall comply with NEMA 4 standards throughout the complete wiring arrangement with a power distribution center in cab as a central location in a protected environment for easy access.		
2	All electrical system circuits shall be grounded and protected with manual reset breakers (except for 5-amp fused circuits) as recommended by the chassis and various component manufacturers.		
3	All electrical system body lights shall be shock mounted and vapor sealed.		
4	A complete electrical system wiring diagram shall be provided.		
5	The electrical system shall require a multi-plex type electronic control module (J1939 data bus) to monitor multiple electrical system signals and functions using a single wire for onboard diagnostics and provide in-cab fault codes for troubleshooting and monitoring and a color display screen at the operator station capable of displaying all system diagnostics and gauges.		
6	The electrical system shall include a 160-amp, 28si quadra-mount pad with remote volt sense alternator.		
7	The electrical system shall include two (2) 12-volt 2,250 CCA maintenance free batteries including auxiliary jump start stud with cover.		
8	The electrical system shall include a 115-volt 1,000-watt block heater with weather protected flip plug mounted under driver's side door.		
9	The electrical system shall include factory installed in-cab switching with chassis electrical connectors for body integration.		
10	The electrical system shall include a two-way radio wiring with 20-amp fuse protection to include ignition wire with 5-amp fuse, wire ends heat shrunk and routed to center of header console in cab.		
11	The electrical system shall include a headlight warning that will sound when head light switch is on and ignition switch is in off position. All lights (headlights, running lights and marker lights) shall automatically turn on when windshield wipers are operating.		

12	The electrical system shall include dual electric horns and single trumpet air horn.		
13	The electrical system shall include windshield wiper speed control that forces wipers to slowest intermittent speed when parking brake is set and wipers are left on for a pre-determined time.		
14	The electrical system shall include a programmable and electrically integrated dash-mounted toggle switch for flood lights.		
15	The electrical system shall include a back-up alarm.		
16	The electrical system shall include one (1) backup camera to be installed on the rear of the debris body that is activated when the truck is in reverse, with the monitoring screen mounted in the cab of the truck.		
17	The electrical system shall include one (1) camera to be mounted on the hose reel to assist in aligning the hose reel to the manhole.		
18	<b>Splicing into electrical system IS PROHIBITED.</b>		

**SECTION: LIGHTING**

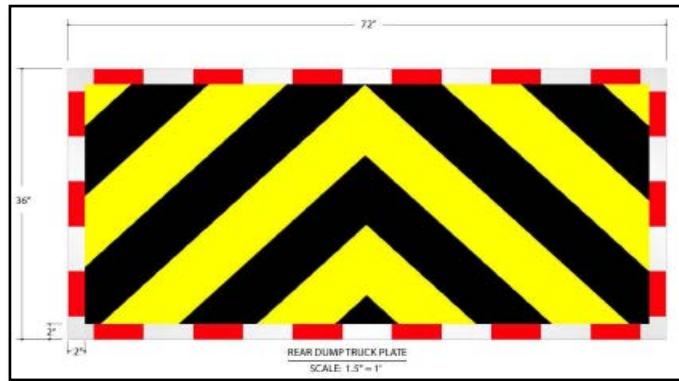
ITEM	DESCRIPTION	COMPLY	
		YES	NO
	Complete cab, chassis and body lighting (including daytime and marker) shall be LED will comply with all State and Federal Regulations for the size and shape vehicle specified and shall include:		
1	Door activated courtesy lights, dome light and map light.		
2	High-intensity forward lighting system integrated into the fenders equipped with integral park, turn, and side marker lights with "Headlight on Warning" when headlights are active with door open and ignition off and a high beam headlamp icon that flashes and sounds an audible alarm.		
3	Rear combination stop / turn / tail lights		
4	Fender mounted directional lamps with dual face, amber/amber.		
5	Five (5) LED flush mounted amber marker lights at top of cab.		
6	One (1) pistol-grip hand-held LED spotlight (minimum 550 Lumens) spotlight of a currently manufactured model with bumper plug mounted at the Operator's station equipped with a 20' power cord.		
7	Two (2) RDB mounted LED flood lights of a currently manufactured model controlled by back-lit rocker type toggle switches located at the Operator's station and in the cab.		
8	Four (4) LED warning lights of a currently manufactured model mounted on rear of the truck in compliance with Department of Transportation standards.		
9	Two (2) SAE Class I Certified LED rotating amber warning beacons of a currently manufactured model with the required mounting in compliance with Department of Transportation standards.		
10	All warning lights (on/off) shall be controlled by back-lit rocker type toggle switches located at the Operator's station and in the cab.		
11	Additional LED flood or work lights of a currently manufactured model not listed herein as standard equipment from the manufacturer shall be supplied as optional equipment as indicated below with all lights connected to the truck's electrical system and controls mounted in the cab of the truck: <ul style="list-style-type: none"> <li>• Floodlight - One (1) LED flood work light to illuminate at operator work station</li> <li>• Floodlight - One (1) LED flood work light to illuminate area of manhole</li> <li>• Floodlights - Two (2) LED flood work lights shall be mounted on the RDB steel elbow</li> <li>• Floodlights - Two (2) LED flood work lights shall be mounted on the rear of the debris body above the tailgate</li> <li>• Floodlights - Two (2) LED flood work lights shall be mounted mid-unit, one (1) on each side of the Unit.</li> </ul>		
12	Lighting Package, eight (8) amber LED strobe warning lights of a currently manufactured model shall be installed around the Unit to improve operator safety by improving Units visibility to oncoming motorists at all angles as follows: <ul style="list-style-type: none"> <li>• One (1) mounted on the upper front of the Unit</li> <li>• One (1) mounted on the upper rear of debris body</li> <li>• Two (2) mounted on the lower front of the Unit</li> <li>• Two (2) mounted on the sides, lower mid-Unit</li> <li>• Two (2) mounted on the lower rear of the Unit</li> </ul>		
13	A Full body LED Directional Arrow Traffic Controller of a currently manufactured model having a minimum of ten (10) Lights and cab mounted controls shall be mounted to the upper section of the rear debris door in such a way that it does not interfere with the full operation of the debris body door.		

**SECTION: PAINT**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	All metal surfaces shall have mill scale and oil removed by means of a high-pressure chemical cleaner or shot or sandblasted and primed prior to painting.		
2	Exterior paint shall be acrylic & white in color as selected by the Owner.		
3	Paint shall be warranted not to chip, flake, fade, bubble or otherwise deteriorate for a period of not less than 5 years.		
4	All modules are to be painted prior to assembly.		
5	All hoses and fitting, as well as electrical wire and connections, shall be unpainted.		

**SECTION: STRIPING**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	To improve employee safety and Unit visibility to oncoming motorists, the following shall be affixed to the rear debris body door without covering any lights or accessories:		
2	6" wide pressure sensitive reflective striping at 45° from vertical: <ul style="list-style-type: none"> <li>• Yellow stripes shall be Diamond Grade Fluorescent VIP Reflective Sheeting-3981 (or equivalent)</li> <li>• Black stripes shall be Scotchcal 3650-12 (or equivalent)</li> <li>• See sketch below (Dimensions below are approximate)</li> </ul>		
3	Diamond Grade Marking 981-326 (or equivalent), red 6", white 6" both 2" high shall be attached to both lower sides of the body from front to rear.		



**SECTION: MISCELLANEOUS**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	<b>Operator training of the new unit shall be upon delivery or within one week of delivery.</b>		
2	Fender extensions on front fenders to limit rocks and debris from spraying while turning.		
3	Magnetic traps fill plugs.		
4	Back up alarm, electronic, 12-volt.		
5	Fenders with mud flaps will be provided for all tires to contain rock and water spray. <b>NOTE:</b> Sub frames with mud flaps that function as fenders are acceptable.		
6	One complete set of oil, fuel, air, transmission, hydraulic, and water filters set of extra filters for the truck and body will be shipped with the vehicle at the time of delivery.		
7	The vehicle supplier will provide the first service and inspection at the Owners maintenance facility located at the Rancocas Road Wastewater Treatment Facility, 300 Rancocas Road, Mount Holly, NJ 08060. This will also include the supplier's mechanic available to train mechanics and operators as to recommend manufacturers full-service procedure (100 to 150 hours).		
8	Provide a quick-release type metal bracket and a new, unused 5-lb. "UL" listed dry chemical fire extinguisher suitable for ABC class fires securely mounted in an accessible location in the Unit's cab.		
9	Provide a triangle road reflector kit securely mounted in an accessible location in the Unit's cab.		
10	One (1) Hydrant Wrench shall be provided.		
11	One (1) Catch Basin Handle Assembly shall be provided.		



**SECTION: MANUALS**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Vendor shall provide <u>full and complete</u> VACTOR & Chassis (engine, transmission, air-brake system, and other components installed) factory service manuals detailed schematic and description in hardcopy and on Flash Drive (to be supplied by the Owner) to include two (2) each of the following manuals: Body Hydraulics, Electrical, & Emissions, Maintenance, Operation, Parts Service, etc.		
2	Vendor shall provide factory diagnostic and repair software interface, including all necessary cabling and connectors.		
3	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 manufacturer to deliver the entire Unit to the Owner, complete and ready for service and include all written warranty statements <b>that shall start upon date of written acceptance of the Unit by the Owner.</b>		
2	Entire Combination Jet Vacuum Machine and all related equipment shall have a minimum one (1) year parts and labor warranty. Warranties shall cover both parts and labor to repair any defective parts or assemblies		
3	Diesel engine shall be warrantied for five (5) years or 100,000 miles, including 100% parts and labor to also include turbocharger, injectors, engine electronics, water pump and the Emission After-Treatment System.		
4	The transmission shall be warrantied for two (2) years with unlimited mileage, including 100% parts and labor.		
5	Base warranty shall include one (1) year towing coverage for up to \$500.00 per occurrence.		
6	Truck Chassis/Frame shall be warrantied for five (5) years to include cracks with unlimited miles, including 100% parts and labor.		
7	Cab shall be warrantied for five (5) years with unlimited miles for perforation, corrosion, and structure, including 100% parts and labor.		
8	Water tanks shall be warrantied for ten (10) years against corrosion or cracking, including 100% parts and labor.		
9	Water pump shall be warrantied for two (2) years, including 100% parts and labor.		
10	Debris body shall be warrantied for five (5) years, including 100% parts and labor.		
11	Positive displacement blower shall be warrantied for one (1) year, including 100% parts and labor.		
12	<b>The mileage warranties shall be adjusted accordingly based on the odometer reading at time of written acceptance of by the Owner.</b>		

**SECTION: DELIVERY**

ITEM	DESCRIPTION	COMPLY	
		YES	NO
1	Transportation charges to Lumberton, New Jersey shall be included in the bid price.		
2	Delivery the completed Unit from the time the Vendor receives the written Notice to Proceed from the Owner shall not exceed <b>240 days.</b>		
3	The Unit delivered to the Owner <b>shall not</b> be used as a lead vehicle in transporting (piggybacking) other vehicles and/or equipment.		
4	Vendor <b>must</b> also show written proof that the Unit delivered to the Owner was not used as a lead vehicle.		
5	Mileage on the odometer for the Unit delivered to the Owner <b>must</b> not exceed 400 miles.		
6	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 from 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:

**\*FAILURE TO COMPLETE ALL AREAS MAY RESULT IN REJECTION OF BID\***  
**VEHICLE INFORMATION FORM**  
**(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:
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**BATTERY:**

Volts/Amps:	C.C.A. @ O° F:
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**TRANSMISSION:**

Make:	Model:
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**SERVICING AGENCY:**

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

**COMBINATION SEWER CLEANER:**

Year:	Make:	Model:
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**TANK CAPACITY:**

Debris (cubic yards):	Number of Water Tanks:	Water (gallons):
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**WATER PUMP SYSTEM:**

_____ GPM @ _____ PSI	INSTALLER:
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**VAC SYSTEM:**

CFM Rating:	Suction Intake Hose I.D. Size (inches)	Boom Extension:                      (ft.) /                      (in)
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**SERVICING AGENCY:**

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

## MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY EXCEPTION FORM

Bidders listing proposed equivalent items below for consideration by the Owner **MUST** identify the section title and identification letter and include item description, 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:
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Bidder: \_\_\_\_\_

Print or Type Name of Bidder Representative: \_\_\_\_\_

Signature of Bidder Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR USE BY MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:**

<input type="checkbox"/> No Exceptions Taken	<input type="checkbox"/> Note Markings, No Further Submissions Required	<input type="checkbox"/> Note Markings, Further Submission Required	<input type="checkbox"/> Rejected
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SIGNATURE: \_\_\_\_\_

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

**CHECKLIST**

**CONTRACT: 2020-11**

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

**SUBMISSION DATE: Tuesday, June 2, 2020 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:11-23 .2) (NJ.S.A. 52 :32-55, et seq.)

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

**BID PROPOSAL**  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-11**

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

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

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

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

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

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

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

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

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

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

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

*Please complete the following bid proposal sheets*

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT: 2020-11

**BID PROPOSAL FORM**

We the undersigned propose to furnish and deliver **SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT** 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:

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

Unit 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: 2020-11**

**BIDDER'S AFFIDAVIT**

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

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

\_\_\_\_\_, being duly sworn, deposes and says that he/she resides at

\_\_\_\_\_ and that he is the

\_\_\_\_\_ of \_\_\_\_\_  
(Title)

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

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

\_\_\_\_\_  
Affiant

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



PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**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:

<b>Contract #: 2020-11</b>	<b>Calendar days for completion: 240</b>	<b>Daily Liquidated Damages: \$1,000.00</b>
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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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Bidder

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

\_\_\_\_\_  
Title

(SEAL)  
(Required if Bidder is a Corporation)

\_\_\_\_\_  
Signature of Individual, Partner or Officer  
Signing the Proposal

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

PROPOSAL (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**CONSENT OF SURETY**

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

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

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

Project Description:

**CONTRACT: 2020-11**

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

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

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

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

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

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

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

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**RECEIPT FOR RETURN OF BID SECURITY**

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

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

PROJECT: **CONTRACT # 2020-11**

**SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

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

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY

Bid Security Returned: ( ) Certified Check No.: \_\_\_\_\_

( ) Bid Bond: \_\_\_\_\_

( ) Cashier's Check No.: \_\_\_\_\_

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

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

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

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

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

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

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

**Part II**

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

OR

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

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

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

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

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

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

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

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

**PART IV CERTIFICATION**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROPOSAL (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-11

SUPPLY & DELIVERY OF ONE (1) NEW, UNUSED VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA  
CORRECTIONS, ADDITIONS AND DELETIONS FORM

Addendum Number	Dated	Acknowledge Receipt (Initials)

I, \_\_\_\_\_ of the firm \_\_\_\_\_

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

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

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

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

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

**NO ADDENDA WERE RECEIVED**

I, \_\_\_\_\_ of the firm \_\_\_\_\_

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

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

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

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

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_, of full age, being duly sworn

according to law on my oath depose and say that: I am \_\_\_\_\_  
(title, position, etc.)

of the firm of \_\_\_\_\_ the Bidder making the submission

to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT: 2020-11,**  
and that I executed the said proposal with full authority to do so that said; that said Firm has not, directly or  
indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of  
fair and open competition in connection with the above named service; and that all statements contained in said  
submission and in this affidavit are true and correct, and made with full knowledge that the **MOUNT HOLLY**  
**MUNICIPAL UTILITIES AUTHORITY** relies upon the truth of the statements contained in said submission and  
in the statements contained in this affidavit in awarding the contract for said Service.

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

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

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

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

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**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:	1089907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 302 TRENTON, N.J. 08646-0302
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be correspondingly equipped at above address.	



PROPOSAL (continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT: 2020-11

**DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER CERTIFICATION**

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

CONTRACT NO. 2020-11

: ss.

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**  
**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: 2020-11**

**PROJECT CLIENT REFERENCE FORM**

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

**Reference 1**

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

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

**Reference 2**

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

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

**Reference 3**

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

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

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

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

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-11**

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

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

**COMPANY:** \_\_\_\_\_

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

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

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

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

<b>Print or type. See Specific Information on page 3.</b>	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		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	<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) ►			
	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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td> </tr> <tr> <td colspan="9" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="9" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table>	<b>Social security number</b>																		<b>or</b>									<b>Employer identification number</b>																	
<b>Social security number</b>																																														
<b>or</b>																																														
<b>Employer identification number</b>																																														

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person ►</b>	<b>Date ►</b>
------------------	-----------------------------------	---------------

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

PROPOSAL (continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT: 2020-11**

**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. 2020-11**, and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges  
our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election  
Law Enforcement Commission (ELEC) pursuant to NJ.S.A. 19:44-20.27 if in receipt of contracts in excess of  
\$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely  
responsible for determining if filing is necessary and that all statements contained in said Proposal and in this

Affidavit are true and correct, and \_\_\_\_\_ made  
(Name of Owner)

with full knowledge that the relies upon the truth of the statements contained in said Proposal and in the  
statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee,  
except Bona Fide employees of the Contractor, and as may be permitted by law.

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

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

Notary Public of:

My Commission Expires:

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

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

**Part I – Proposer Firm Information**

Firm Name:			
Address:	City:	State:	Zip:

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

\_\_\_\_\_  
 Signature Printed Name Title

**Part II – Contribution Disclosure**

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

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

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

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

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



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

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

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

**PART 1: CERTIFICATION**

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

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

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

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Do not enter PIN as a signature**

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

**CONTRACT: 2020-11**  
**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

<b>SBE CATEGORY 1:</b>	<b>SBE CATEGORY 2:</b>	<b>SBE CATEGORY 3:</b>	<b>NOT APPLICABLE</b> ___
\$0- \$500,000 ___	\$500,001 thru \$5,000,000 ___	\$5,000,001 thru \$12,000,000 ___	

SBE Registration #: \_\_\_\_\_

Please check below if applicable: WBE: \_\_\_ MBE: \_\_\_

COMPANY: \_\_\_\_\_

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
CONTRACT: 2020-11**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 VACTOR 2100i SERIES COMBINATION VACUUM & HIGH PRESSURE HYDRAULIC SEWER CLEANING MACHINE PLUS PD & ACCESSORIES MOUNTED ON A 2020 OR NEWER PETERBILT MODEL 348 OR APPROVED EQUIVALENT**

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

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

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

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

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

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

The Contractor shall keep the Owner free and discharged of any and all responsibility and liability therefor of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or

from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, county or local laws, statutes, ordinances or any and all rules and regulations promulgated thereunder.

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

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

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

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

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

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

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

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

iii. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner's Compliance Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

1. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its Affirmative Section obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the

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

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

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

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

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

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

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

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

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

**For MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY:**

**OWNER:**

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

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

**(SEAL)**

**FOR THE CONTRACTOR:**

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

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

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

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

**(SEAL)**

CONTRACT (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2020-11

ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

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

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

(SEAL)

ACKNOWLEDGMENT OF AUTHORITY SECRETARY

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

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

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

(SEAL)

CONTRACT (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2020-11

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

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

:SS

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

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

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

(SEAL)

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

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

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

(SEAL)



CONTRACT (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2020-11

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

:SS

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

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

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

(SEAL)

CONTRACT (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

**CONTRACT # 2020-11**

**PERFORMANCE BOND**

**BOND NO.** \_\_\_\_\_

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020

The condition of the above obligation is such that whereas, the above named principal did on the \_\_\_\_ day of  
\_\_\_\_\_, 2020, enter into a contract with **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**, which said  
contract, **CONTRACT NO. 2020-11** is made a part of this the bond the same as though set forth herein.

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

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

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

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Principal

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

By: \_\_\_\_\_

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

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

By: \_\_\_\_\_

\_\_\_\_\_  
Title of Office

\_\_\_\_\_  
Secretary

(SEAL)

CONTRACT (Continued)

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2020-11

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

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

:SS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said Corporation, and that he signed his name thereto by like order.

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

(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP

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

:SS

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

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

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

(SEAL)

CONTRACT (Continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

CONTRACT # 2020-11

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

:SS

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

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

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

(SEAL)

ACKNOWLEDGMENT OF SURETY COMPANY

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

:SS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, to me personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ of the said Corporation; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

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

(SEAL)

CONTRACT (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-11**  
**LETTER OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_,  
as Surety and duly qualified to transact business in the State of New Jersey, are hereby held and firmly bound unto the Mount Holly Municipal Utilities Authority in the sum by which the amount of the Contract, covering the attached proposal, properly and lawfully executed by and between the Mount Holly Municipal Utilities Authority and some third party, may exceed the amount bid by the Principal for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to the Mount Holly Municipal Utilities Authority a certain Proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for Contract: 2020-11 of the Mount Holly Municipal Utilities Authority;

NOW, THEREFORE,

(a) If said Proposal shall be rejected by the Mount Holly Municipal Utilities Authority, or in the alternative,

(b) If said Proposal shall be accepted by the Mount Holly Municipal Utilities Authority, and the Principal shall duly execute the Contract Agreement and furnish the required Contract Bond, within the stipulated time,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Mount Holly Municipal Utilities Authority may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

[Corporate Seal]

WITNESS OR ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Principal

[Corporate Seal]

WITNESS OR ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Principal

CONTRACT (Continued)  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2020-11**  
**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_,  
as Surety and duly qualified to transact business in the State of New Jersey, are hereby held and firmly bound  
unto the Mount Holly Municipal Utilities Authority in the sum of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2020

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to  
the Mount Holly Municipal Utilities Authority a certain Proposal, attached hereto and hereby made a part  
hereof, to enter into a Contract in writing for Contract: 2020-11 of the Mount Holly Municipal Utilities Authority;

NOW, THEREFORE,

(a) If said Proposal shall be rejected by the Mount Holly Municipal Utilities Authority, or in the alternative,

(b) If said Proposal shall be accepted by the Mount Holly Municipal Utilities Authority and the Principal shall  
duly execute the Contract Agreement and furnish the required Contract Bond, within the stipulated time,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed  
the amount of this obligation as herein stated.

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

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

WITNESS OR ATTEST

\_\_\_\_\_

[CORPORATE SEAL]

WITNESS OR ATTEST

\_\_\_\_\_

[CORPORATE SEAL]

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURETY

\_\_\_\_\_