

## NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by the Mount Holly Municipal Utilities Authority ("OWNER") at its business office at 1 Park Drive, PO Box 486, Mount Holly, New Jersey 08060-0486 on:

**Tuesday, November 26, 2019 at 11:00 a.m., prevailing time**

for the following goods or services:

**ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEELDRIVE  
SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**

A complete description of the goods and services to be provided under this Request for Proposal (RFP) is contained within. Any interested Proposer may obtain a complete copy of the RFP during regular office hours (8:30am to 4:00pm, Monday through Friday) from the administrative office of the Owner's, 1 Park Drive, Mount Holly, New Jersey, 08060 or by downloading a copy from the "For the Public" tab - "Public Notices" dropdown on the Owner's website [www.mhmua.com](http://www.mhmua.com).

Signed proposals, one (1) bound original hard copy of original submittal and one (1) unbound copy of original submittal must be received at the Owner's business office, 1 Park Drive, PO Box 486, Mount Holly, New Jersey 08060 on or before **Tuesday November 26, 2019 at 11:00 a.m., prevailing time**. No late submissions will be accepted. The Authority assumes no responsibility for proposals mailed or misdirected in delivery.

The signed proposal must be made on the standard form in the manner designated in the RFP, and must be enclosed in a sealed envelope bearing the name and address of the Proposer 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 08060-0486.

All properly sealed proposals will be publicly opened, announced and recorded on **Tuesday November 26, 2019 at 11:00 a.m., prevailing time** in the Owner's conference room, 37 Washington Street, Mount Holly, New Jersey. The Owner reserves the right to reject any and all proposals, in whole or in part, and to waive any immaterial defect or informality in any proposals as may be permitted by law.

This RFP will be awarded under the "Fair and Open" process pursuant to New Jersey Local Unit "Pay to Play" Law, P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq. In addition, all Proposers shall comply with P.L.1977, c.33 requiring submission of a statement of corporate ownership; N.J.S.A. 52:32-44 requiring submission of a New Jersey Business Registration Certificate and the collection of use taxes; and with the provisions of P.L.1975, c.127 and N.J.A.C. 17:27 concerning equal employment opportunity and affirmative action and the submission of proof of compliance therewith.

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

**THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**1 Park Drive, PO Box 486**  
**Mount Holly, New Jersey 08060-0486**  
**(609) 267-0015**

**Contract #CONT2019-21**

**REQUEST FOR PROPOSALS**

**FOR**

**ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-  
WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD  
ROW SEATING OR EQUAL**

## **REQUEST FOR PROPOSAL (RFP)**

### **I. PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Mount Holly Municipal Utilities Authority (hereinafter the "OWNER") for the purpose of soliciting sealed proposals for **ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**

### **II. PROPOSAL SUBMISSION**

To be considered, sealed proposals for the RFP must be received on or before **Tuesday November 26, 2019 at 11:00 a.m. prevailing time**. Sealed proposals will be opened in the Owners conference room, 37 Washington Street, Mount Holly, NJ on **Tuesday November 26, 2019 at 11:00 a.m. prevailing time**. To be considered, Proposers shall submit one (1) original bound proposal and one (1) unbound copy in a sealed envelope marked "Submission of Qualifications/Proposal for **ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**", clearly marked on the outside.

Anthony G. Stagliano, Sr., QPA  
Mount Holly Municipal Utilities Authority  
1 Park Drive, P.O. Box 486  
Mount Holly, NJ 08060-0486

Faxed or E-Mailed proposals WILL NOT be accepted.

Any inquiry concerning this RFP should be directed in writing to:

Anthony G. Stagliano, Sr., QPA  
Mount Holly Municipal Utilities Authority  
1 Park Drive, P.O. Box 486  
Mount Holly, NJ 08060-0486

All documents/information submitted in response to this RFP shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47: 1A-1, et seq.

The Owner reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. In the event that all proposals are rejected, the Owner reserves the right to re-solicit proposals. The Owner shall maintain all documentation for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Proposers assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFP.

### **III. COST LIABILITY**

The Owner assumes no responsibility and bears no liability for costs incurred by a Proposer associated with the oral or written preparation and/or presentation of the proposal submittal in response to this RFP. The Owner assumes no responsibility and liability for costs incurred by the Proposer prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the contract. Proposer will assume responsibility for all costs not stated in their proposal. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

### **IV. CONTENTS OF PROPOSAL**

Subsequent to opening, all information submitted by Proposers in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the Owner proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the Letter of Intent to Award is issued.

A Proposer may designate specific information as "not subject to disclosure" when the Proposer has a good faith legal/factual basis for such assertion. The Owner reserves the right to make the determination and will advise the Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The

Owner will not honor any attempt by a Proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

All proposals, with the exception of information determined by the Owner or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Owner's QPA to inspect proposals received in response to this RFP.

#### **V. PRICE ALTERATION**

Prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a contract award from being made to the Proposer.

#### **VI. ALTERING OFFICIAL DOCUMENT**

Proposer shall not write in any margins or alter the official content of the Owner's document.

#### **VII. MODIFICATIONS OF PROPOSALS**

Any Proposer may modify his/her proposal by mail, courier or hand delivery at any time. Said communication must be received by the Owner prior to the scheduled closing as specified in the RFP. The communication should not reveal the proposal price, but should provide the addition to, or subtraction from, or other modification so that the Owner will not know the final price(s) or term(s) until the sealed proposal is opened.

#### **VIII. ERRORS & WITHDRAWING PROPOSALS**

In accordance with N.J.A.C. 17:12-1.22, a Proposer may withdraw its proposal as follows:

- A Proposer may request that its proposal be withdrawn prior to opening. Such request must be made in writing to the Owner. If the request is granted, the Proposer may submit a revised proposal as long as it is received prior to the announced date and time for RFP opening and at the place specified.
- If, after the opening but before contract award, a Proposer discovers an error in its proposal, the Proposer may make written request to the Owner for authorization to withdraw its proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that:
  - The mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable;
  - The mistake relates to a material feature of the contract;
  - The mistake occurred notwithstanding the Proposer's exercise of reasonable care; and
  - The Owner will not be significantly prejudiced by granting the withdrawal of the proposal.

All withdrawal requests must include the contract identification number and the final opening date and sent to the following address:

Anthony G. Stagliano, Sr., QPA  
Mount Holly Municipal Utilities Authority  
1 Park Drive, P.O. Box 486  
Mount Holly, NJ 08060-0486

If during evaluation, an obvious pricing error made by a Proposer is found, the Owner shall issue written notice to the Proposer. The Proposer will have five days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

In the event there is a discrepancy between:

- The unit prices and the extended totals, **the unit prices shall govern.**
- If between the correct sum of the extended totals and the total sum submitted, **the correct sum shall govern.**

If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price, and the Proposer's intention is not readily discernible from other parts of the proposal, the Owner may seek clarification from the Proposer to ascertain the true intent of the proposal.

The Owner shall:

1. Terminate any contract without delay upon discovery of an error that occurred during the proposal evaluation process and led to an erroneous award; and
2. The Owner shall document the error and promptly notify all affected parties; and
3. Bar issuance of new purchase orders and cancel outstanding purchase orders made under the contract being terminated.

#### **IX. TIME FOR AWARD OF CONTRACT**

The Owner shall award the contract or reject all proposals within such time as may be specified in the RFP, but in no case more than 60-days, except that the proposals of any Proposer who consents thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

#### **X. SELECTION PROCESS AND CRITERIA**

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without further evaluation. For Proposers that satisfy the minimum requirements, the Owner will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The Owner retains the discretion to issue a notice of intent to award to a responsible proposer whose conforming proposal is most advantageous to the Owner, price and other factors considered, or to reject all proposals when the Owner determines it is in the public interest or the Owner's interest to do so.
- (b) The Proposer's general approach to providing the services required under this RFP.
- (c) The Proposer's experience and qualifications in successfully completing similar scope of the services required by this RFP as determined by verification of references provided by the Proposer in the proposal.
  - a. The proposer shall provide a reference record of at least three (3) previous, separate, similar successful contracts in the last three (3) years, to include contact information, location and quantity.
- (d) The overall ability of the Proposer to successfully complete the RFP requirements within the timeline established.

#### **XI. REJECTION OF PROPOSALS**

The Owner reserves the right to reject any or all proposals in whole or in part if not in compliance with the standardized proposal requirements.

- **Multiple Proposals Not Allowed** - More than one proposal from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.
- **Unbalanced Proposals** - Proposals which are obviously unbalanced may be rejected at the option of the Owner.

Additional reasons for potential rejection by the Owner include

- The lowest proposal substantially exceeds the cost estimates for the goods or services;
- The lowest proposal substantially exceeds the Owner's appropriation for the goods or services;
- The Owner decides to abandon the project for provision or performance of the goods or services;
- The Owner wants to substantially revise the specifications for the goods or services;
- The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
- The Owner decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

#### **XII. QUANTITY AND PAYMENT**

Requests for payment must be submitted no later than the 1<sup>st</sup> day of the month. Requests for payment must include the required purchase order or voucher, complete with the claimant certification & declaration (signature) and invoice. Only complete payment requests will be presented to the Owner's Board for review and approval at the monthly Board meeting usually held on the second Thursday of the month. Payment checks are processed only after Board approval.

#### **XIII. CHALLENGE OF SPECIFICATIONS**

Any Proposer who wishes to challenge a specification shall file such challenge in writing with the Owner no less than three (3) business days prior to the opening of the RFP. Challenges filed after that time shall be considered void and having no impact on the Owner or the award of contract.

#### **XIV. STATUTORY AND OTHER REQUIREMENTS TO BE SUBMITTED WITH SEALED PROPOSAL**

*Failure to submit the following ☒ with the **sealed proposal** could be cause for rejection of the proposal.*

##### **☒ Stockholder Disclosure**

The successful Proposer 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 proposal or accompanying the proposal 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 proposal.

##### **☒ Disclosure of Investigations and Other Actions Involving the Proposer for Joint Venture**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A

separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Proposer, Affirmative Action Employee Information Report, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

**☑ Non-Collusion Affidavit**

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

**☑ Business Registration Required**

Pursuant to N.J.S.A. 52:32-44, the Owner is prohibited from entering into a contract with an entity unless the Proposer and each subcontractor that is required by law to be named in a proposal has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

- A. No contract shall be entered into by the Owner unless the Proposer provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) at the time the proposal is submitted. The Owner, in its sole discretion, may waive this requirement if a business registration has previously been provided to the Owner.
- B. A subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Owner. No contract with a subcontractor shall be entered into by the Contractor unless the subcontractor first provides proof of valid business registration. The Contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.
- C. The Contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for work under the contract.

For the term of this contract, a Contractor or a Contractor with a subcontractor that enters into a contract with the Owner, and each of the affiliates of the Contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

**Disclosure of Investment Activities in Iran**

A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55), any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract is required to certify at the time the proposal is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the New Jersey Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the Act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

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

**XV. STATUTORY AND OTHER REQUIREMENTS TO BE SUBMITTED WITH EXECUTED CONTRACT**

*Failure to submit the following ✓ with the **executed contract** could be cause for rejection of the contract.*

**✓ Mandatory Affirmative Action Certification**

The successful Proposer shall be required to comply with, and 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, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program as a precondition to entering into a contract with the Owner.

**✓ Americans with Disabilities Act of 1990 Acknowledgement**

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

✓ **Insurance & Indemnification Requirements**

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 successful Proposer 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 Proposer.

3. Automobile Liability Insurance

This insurance covering the Proposer 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 Proposer.

✓ **Certificates of the Required Insurance**

Certificates as listed above shall be submitted with the execute contract 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.

✓ **Indemnification**

The Proposer 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 Proposer, the Proposer's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

**XVI. TECHNICAL SPECIFICATIONS**

The Owner is issuing this Request for Proposal (RFP) for **ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL** for use by the Owner as a Plant Administration and employee transportation vehicle. The vehicle shall be supplied and delivered by the successful proposer to the Owner's Business Office, 1 Park Drive, Mount Holly, New Jersey F.O.B. Destination and shall meet all specifications as indicated below.

Bidders are encouraged to submit descriptive literature and technical specifications with their bid. If not submitted with the bid, the Owner reserves the right to request this information, prior to contract award.

**ITEM – MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**

**SECTION 1 – CLASSIFICATION:**

| ITEM | DESCRIPTION   | COMPLY |    |
|------|---|--------|----|
|      |   | YES    | NO |
|      | The vehicles shall be new (unused) and in current production and shall:   |        |    |
| 1    | Be a WHITE, 4-door, fully enclosed, sport utility type body with manufacturer's standard rear hinged door(s), single lift up hatch type door or gate with standard Seating (to include 3rd row) for a total of seven (7) passengers.            |        |    |
| 2    | Have high-back bucket style front seats with integral head restraints.  |        |    |
| 3    | Have second and third row, bench style or split bench style seats with head restraints.   |        |    |
| 4    | Have cloth interior, front & rear carpeting & seat upholstery with the interior color being the manufacturer's standard color as supplied with the exterior color specified.  |        |    |
| 5    | Be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this RFP.  |        |    |
| 6    | Have all equipment/options factory installed before delivery unless specifically provided for below:  |        |    |
| 7    | If the equipment/options are not available from the factory, the bidder is to specify those items that will be dealer installed equipment/accessories with all dealer installation completed prior to delivery.                                 |        |    |
| 8    | Be fully compliant with all Federal and State Motor Vehicle Safety Standards for sport utility vehicles & trucks in effect as of the date of manufacture.   |        |    |
| 9    | Be equipped with a 50 STATE EMISSIONS compliant 6-cylinder engine designed to operation regular unleaded, 87 octane gasoline.   |        |    |
| 10   | Have a liquid pressurized, forced circulation type cooling system with a coolant recovery system providing protection from ambient temperatures ranging from –34°F to +265°F and/or the maximum cooling system available from the manufacturer. |        |    |
| 11   | Have a heavy-duty 12-volt electrical system specifically designed to handle the load requirements of the vehicles, equipped with options, as specified herein.  |        |    |
| 12   | Have the manufacturer's standard automatic-overdrive type transmission with the manufacturer's standard transmission cooler.  |        |    |
| 13   | Have a limited slip rear differential or electronic traction control and be equipped with:  |        |    |
| 14   | A continuously variable transmission (CVT) will be acceptable.  |        |    |
| 15   | An automatic locking front wheel hubs or all-time all-wheel-drive.  |        |    |
| 16   | The manufacturer's standard transfer case with automatic engagement to provide power transfer to the front and rear wheels.   |        |    |
| 17   | Have the manufacturer's standard power-assisted steering.   |        |    |
| 18   | Have the manufacturer's standard power assisted braking with a four-wheel, electronic anti-lock brake system (ABS).   |        |    |
| 19   | Be equipped with the OEM's standard tubeless type all-season tread design/labeled for Mud and Snow (M/S) service radial tires recommended for the vehicle provided and mounted on OEM approved rims and:  |        |    |
| 20   | All "on ground" tires and wheels shall be identical (i.e. no cross brands or models) and properly balanced.   |        |    |
| 21   | A full-size spare tire and wheel mounted (may be mounted on a traditional steel wheel) and secured on a production-type carrier.  |        |    |
| 22   | Include a tire pressure monitoring system.  |        |    |
| 23   | Have a rear tire clearance adequate for normal operation of the vehicles when loaded to capacity and equipped with winter anti-skid chains or cables.   |        |    |
| 24   | Have a trailer-towing package to include a frame mounted, 2-inch receiver type SAE class III hitch have a receiver insert, ball and a 7-wire trailer electrical harness with plug.  |        |    |



**SECTION 2 – MISCELLANEOUS EQUIPMENT:**

| ITEM | DESCRIPTION  | COMPLY |    |
|------|--|--------|----|
|      |  | YES    | NO |
|      | The following items, supplementing if necessary, those items already cataloged as standard equipment, shall be furnished and in place: |        |    |
| 1    | Remote keyless entry with perimeter alarm and illuminated entry with approach lamps.   |        |    |
| 2    | Multi-speed fresh air ventilator with heater and windshield defogger system.   |        |    |
| 3    | Rear window defroster.   |        |    |
| 4    | Two speed and intermittent windshield wipers; windshield washer.   |        |    |
| 5    | Seat belts for all seating positions.  |        |    |
| 6    | Sun visors for driver and front passenger positions.   |        |    |
| 7    | Dome light, activated by each door.  |        |    |
| 8    | Inside hood release.   |        |    |
| 9    | Standard AM/FM radio with CD, MP3 and antenna and Bluetooth wireless capability  |        |    |
| 10   | Tilt steering wheel with cruise control.   |        |    |
| 11   | Inside rearview mirror, day/night.   |        |    |
| 12   | Dual power mirrors w/manual fold   |        |    |
| 13   | Power outlets (1) 1st row, (1) cargo   |        |    |
| 14   | Power door locks.  |        |    |
| 15   | Glass – solar tinted front   |        |    |
| 15A  | Privacy tinted rear optional   |        |    |
| 16   | Power windows and power door locks.  |        |    |
| 17   | Rearview camera  |        |    |
| 18   | Front license bracket  |        |    |
| 19   | Front tow hooks  |        |    |
| 20   | Standard tool kit including wheel-changing tools and jack adequate to safely lift the vehicle when loaded to rated capacity.           |        |    |

**SECTION 3 - WARRANTY**

| ITEM | DESCRIPTION  | COMPLY |    |
|------|--|--------|----|
|      |  | YES    | NO |
|      | The successful contractor shall furnish at the time of delivery, all of the manufacturer's standard warranty against defects in material, workmanship and design, that shall commence with the final inspection and acceptance of the vehicle by the Owner to include: |        |    |
| 1    | MINIMUM - 3 Years/36,000 miles bumper-to-bumper  |        |    |
| 2    | MINIMUM - 5YR/60,000 Powertrain  |        |    |
| 3    | MINIMUM - 5YR/60,000 Roadside Assistance   |        |    |
| 4    | MINIMUM - 50 STATE EMISSIONS   |        |    |
| 5    | Vehicle Equipment Must Be Rustproofed and Warrantied by the Manufacturer Against Rust for a MINIMUM of Five (5) Years or 50,000 Miles  |        |    |
| 6    | The Dealer affirms they have a full-service facility stocked with parts capable of performing all warranty and non-warranty repairs, to ensure efficient and economic maintenance of the vehicle and to reduce down time.  |        |    |

**SECTION 4 – DELIVERY REQUIREMENTS**

| ITEM | DESCRIPTION  | COMPLY |    |
|------|--|--------|----|
|      |  | YES    | NO |
| 1    | The successful contractor shall deliver the vehicle to the Owner <b>WITHIN 30-DAYS OF RECEIPT OF THE NOTICE OF AWARD FROM THE OWNER:</b>   |        |    |
| 2    | Contact the Owner for an approved delivery date three (3) days prior to delivery   |        |    |
| 3    | Deliver the vehicle to the Owner's administration offices, 1 Park Drive, Mount Holly, NJ 08060 or other location specified by the Owner.   |        |    |
| 4    | Ensure the vehicle, equipment and accessories are new and ready for immediate use and that all service and make-ready have been completed prior to delivery as any vehicle not in such condition will be rejected. |        |    |
| 5    | Deliver all supporting documentation and completed paperwork with the vehicle, which includes the vehicle title, warranty, odometer/engine hour statement (if applicable), specified                               |        |    |

|          |  |  |  |
|----------|--|--|--|
|          | manuals and related materials, any line set tickets, invoice and keys sets   |  |  |
| <b>6</b> | Ensure the vehicle must be clean both inside and outside as it will not be considered "accepted" until it has undergone final inspection.  |  |  |
| <b>7</b> | Ensure the manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench, etc. are provided and properly installed prior to delivery.  |  |  |
| <b>8</b> | Provide a letter of assurance, on the awarded contractor's company letter head, certifying that the vehicle meets or exceeds the bid specifications and that the vehicle complies with all safety laws, rules and regulations of the State of New Jersey and with standards for automotive vehicles. |  |  |

**CHECKLIST**  
**CONTRACT: 2019-21**

**Submission Date: Tuesday November 26, 2019, 11:00 a.m. prevailing time**  
**ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**

Failure to submit the following documents is a mandatory cause for the submittal 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 <u>SEALED PROPOSALS</u>.</i></b> | <b>Initial each required entry and if required submit the item</b> |
|--------------------------|---|--|
| X                        | Proposal Forms – Schedule of Prices   |  |
| X                        | Proposer Affidavit  |  |
| X                        | Statement of Ownership Disclosure Certification   |  |
| X                        | Disclosure of Investigations & Other Actions Involving the Bidder/Proposer  |  |
| 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/Proposer Certification  |  |
| X                        | Project Client Reference  |  |
| X                        | Affirmative Action Compliance Notice for Goods & Services Contracts   |  |
| X                        | W-9 Form  |  |
| X                        | Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Forms                                |  |

| <b>Required by OWNER</b> | <b><i>The following items, as indicated below (✓), shall be provided with the receipt of <u>EXECUTED CONTRACTS</u>.</i></b>   | <b>Initial each required entry and if required submit the item</b> |
|--------------------------|---|--|
| ✓                        | Mandatory Affirmative Action Certification (one of the following shall be provided)<br>Letter of Federal Affirmative Action Plan Approval; or<br>Certificate of Employee Information Report; or<br>Employee Information Report Form AA302 |  |
| ✓                        | Americans with Disabilities Act of 1990 Acknowledgement   |  |
| ✓                        | Insurance & Indemnification Requirements & Certificates of the Required Insurance   |  |
| ✓                        | Workers Compensation  |  |
| ✓                        | General Liability   |  |
| ✓                        | Automobile Liability  |  |
| ✓                        | Contracts & Bonds   |  |

**PROPOSAL**  
**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2019-21**

**TO THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY (OWNER):**

The undersigned proposer 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 items are listed in the proposal, the determination of which Proposer's response to a Request For Proposal offers the lowest price shall be made on the basis of the price of: (i) the base proposal items plus the price of any selected alternate proposal item; or (ii) a choice of alternate proposal items within the limit of funds that may be available for a project. If the Owner provides for more than one alternate proposal item, the Owner shall specify the ranked order in which the alternate proposal 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 proposal 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 unit prices include delivery to the place designated for delivery in the Specifications.

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

The name and business address of Proposer 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 proposal sheets*

## MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY SCHEDULE OF PRICES

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose the following for the **ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**, and if awarded the contract, he/she will provide services as required by the specifications.

### TOTAL COST TO INCLUDE UNIT PRICE FOR THE ABOVE REFERENCED VEHICLE:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

UNIT Price in words:

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

UNIT Price in numbers:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Fax Number

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

**24 HOUR EMERGENCY CONTACT(S) REQUIREMENT:** Proposer 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 proposal may be disqualified if emergency name(s) and number(s) is/are not provided.**

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

**CONTRACT: 2019-21**

**PROPOSER'S AFFIDAVIT**

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

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

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

---

and that he is the \_\_\_\_\_  
(Title)  
of \_\_\_\_\_

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

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

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019

**Mount Holly Municipal Utilities Authority**

**PROPOSER SURVEY FORM**

**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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**

|            |       |        |      |
|------------|-------|--------|------|
| 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 Proposer 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 (Owner) 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 Owner to notify the Owner 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 Owner to declare any contract(s) resulting from this certification void and unenforceable.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE BIDDER/PROPOSER FORM

|                              |                  |
|------------------------------|------------------|
| Bid/Proposal Solicitation #: | Bidder/Proposer: |
|------------------------------|------------------|

## PART 1

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE BIDDER/PROPOSER BELOW.  
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE  
INDIVIDUALS.**

|            |        |      |
|------------|--------|------|
| Name:      | Title: |      |
| Address 1: |        |      |
| Address 2: |        |      |
| City:      | State: | Zip: |

|            |        |      |
|------------|--------|------|
| Name:      | Title: |      |
| Address 1: |        |      |
| Address 2: |        |      |
| City:      | State: | Zip: |

|            |        |      |
|------------|--------|------|
| Name:      | Title: |      |
| Address 1: |        |      |
| Address 2: |        |      |
| City:      | State: | Zip: |

Attach additional sheets if necessary

## PART 2

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".  
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED  
ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

| QUESTION  | YES | NO |
|---|-----|----|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?                            |     |    |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   |     |    |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  |     |    |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? |     |    |

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.**

**IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.**

### PART 3

#### PROVIDING ADDITIONAL INFORMATION

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

|                                 |                 |
|---------------------------------|-----------------|
| Person or Entity Name:          |                 |
| Contact Name:                   | Phone No.:      |
| Case Captioned:                 |                 |
| Inception of the Investigation: | Current Status: |
| Summary of Investigation:       |                 |

|                                 |                 |
|---------------------------------|-----------------|
| Person or Entity Name:          |                 |
| Contact Name:                   | Phone No.:      |
| Case Captioned:                 |                 |
| Inception of the Investigation: | Current Status: |
| Summary of Investigation:       |                 |

|                                 |                 |
|---------------------------------|-----------------|
| Person or Entity Name:          |                 |
| Contact Name:                   | Phone No.:      |
| Case Captioned:                 |                 |
| Inception of the Investigation: | Current Status: |
| Summary of Investigation:       |                 |

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder/Proposer, and that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Mount Holly Municipal Utilities Authority (Owner) is relying on the information contained herein, and that the Bidder/Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Owner to notify the Owner 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder/Proposer hereby acknowledges receipt of the following Addenda:

| Addendum Number | Dated | Acknowledged Receipt (initial) |
|-----------------|-------|--------------------------------|
|                 |       |                                |
|                 |       |                                |
|                 |       |                                |
|                 |       |                                |

☐ **No Addenda were received**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder/Proposer)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Printed Name: \_\_\_\_\_

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

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

**CONTRACT: 2019-21**

**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/Proposer making the  
submission to the **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for the service entitled **CONTRACT:  
2019-21**, 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 \_\_\_\_\_, 2019

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

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

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

**CONTRACT: 2019-21**

**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, and each subcontractor that is required by law to be named in a bid/proposal 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 Successful Bidder/Proposer shall provide the Owner with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid/proposal shall provide proof of business registration to the Bidder/Proposer, 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<br>BUSINESS REGISTRATION CERTIFICATE |                                       |
|--|---------------------------------------|
| Taxpayer Name:   | TAX REG TEST ACCOUNT                  |
| Trade Name:  |                                       |
| Address:   | 847 ROEBLING AVE<br>TRENTON, NJ 08611 |
| Certificate Number:                                      | 1090907                               |
| Date of Issuance:  | October 14, 2004                      |
| For Office Use Only:<br>20041014112823533                |                                       |

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

PROPOSAL (continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

**CONTRACT: 2019-21**  
**DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER/PROPOSER CERTIFICATION**

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

**CONTRACT NO. 2019-21**

: 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/Proposer submitting the Proposal for the above named work; that I executed the Proposal with full  
authority to do so; that said Bidder/Proposer at the time of making of this Proposal, (as applicable, insert "is" or  
"is not") \_\_\_\_\_ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended  
and Disqualified Bidders/Proposers; and that all statements contained in the Proposal and in this affidavit are  
true and correct, and made with the full knowledge that Mount Holly Municipal Utilities Authority (Owner) 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 Proposal 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 Owner shall be immediately so notified by the undersigned.

The undersigned understands that a Bidder/Proposer is subject to debarment, suspension and/or  
disqualification in bidding/proposing with the Owner if the Bidder/Proposer, 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 \_\_\_\_\_, 2019

\_\_\_\_\_

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

**CONTRACT: 2019-21**

**PROJECT CLIENT REFERENCE FORM**

**Bidder/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 Bidder/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 Bidder's/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 Bidder/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 Bidder's/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 Bidder/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 Bidder's/Proposer's role and responsibilities within the project.

PROPOSAL (continued)  
MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

**CONTRACT: 2019-21**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**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/Proposer'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/Proposer shall submit to the Mount Holly Municipal Utilities Authority (Owner), 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 Bidder/Proposer 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 Owner to be completed by the Bidder/Proposer in accordance with N.J.A.C. 17:27-4.

The Successful Bidder/Proposer may obtain the Affirmative Action Employee Information Report (AA302) from the Owner unit during normal business hours.

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

|   |  |   |
|---|--|---|
| Print or type.<br>See Specific Information on page 3. | 1 Name (as shown on your income tax return). Name is required on this line: do not leave this line blank.  |   |
|   | 2 Business names/disregarded entity name, if different from above.   |   |
|   | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:<br><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<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><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><br><br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
|   | 5 Address (number, street, and apt. or suite no.) See instructions.  | Requester's name and address (optional)   |
|   | 6 City, State and ZIP Code   |   |
| 7 List account number(s) here (optional)              |  |   |

|  |  |                               |     |     |     |     |     |     |  |  |     |     |     |     |   |     |     |     |     |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |     |     |   |     |     |     |     |     |     |
|--|--|-------------------------------|-----|-----|-----|-----|-----|-----|--|--|-----|-----|-----|-----|---|-----|-----|-----|-----|-----------|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|-----|-----|---|-----|-----|-----|-----|-----|-----|
| <b>Part I Taxpayer Identification Number (TIN)</b>   |  |                               |     |     |     |     |     |     |  |  |     |     |     |     |   |     |     |     |     |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |     |     |   |     |     |     |     |     |     |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; background-color: #f2f2f2;"><b>Social security number</b></td> </tr> <tr> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 10%; text-align: center;">[ ]</td> </tr> <tr> <td colspan="9" style="text-align: center; background-color: #f2f2f2;"><b>or</b></td> </tr> <tr> <td colspan="9" style="text-align: center; background-color: #f2f2f2;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">-</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</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>  |  |                               |     |     |     |     |     |     |  |  |     |     |     |     |   |     |     |     |     |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |     |     |   |     |     |     |     |     |     |
| [ ]  | [ ]  | -                             | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] |  |  |     |     |     |     |   |     |     |     |     |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |     |     |   |     |     |     |     |     |     |
| Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.   |  |                               |     |     |     |     |     |     |  |  |     |     |     |     |   |     |     |     |     |           |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |     |     |   |     |     |     |     |     |     |

|  |  |
|--|--|
| <b>Part II Certification</b>   |  |
| Under penalties of perjury, I certify that:  |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                 |  |

|   |                            |        |
|---|----------------------------|--------|
| <b>Sign Here</b>  | Signature of U.S. person ► | Date ► |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.   |                            |        |
| <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p style="margin-left: 40px;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="margin-left: 40px;"><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p> |                            |        |

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

**CONTRACT: 2019-21**

**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/Proposer making the Proposal to **MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY** for work under **Contract No. 2019-21** and that I executed the said Proposal with full authority to do so; that said Bidder/Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that the Bidder/Proposer is solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Mount Holly Municipal Utilities Authority (Owner) 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 \_\_\_\_\_, 2019

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 MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY 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 Mount Holly Municipal Utilities Authority.

☐ **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: \_\_\_\_\_

State: Governor, and Legislative Leadership Committees

Legislative District #s: State Senator and two members of the General Assembly per district

|         |                  |              |         |
|---------|------------------|--------------|---------|
| County: | Freeholders      | County Clerk | Sheriff |
|         | County Executive | Surrogate    |         |

Municipalities: Mayor and members of governing body, regardless of title

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

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

Bidder/Proposer: \_\_\_\_\_

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

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders/Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bid/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/Proposer listed above nor any of the Bidder's/Proposer'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/Proposer 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/Proposing 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 Bidder/Proposer: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Relationship to Bidder/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/Proposer; that the Mount Holly Municipal Utilities Authority (OWNER) and 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 Owner or State to notify the Owner or 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 Owner or State, permitting the Owner or State to declare any contract(s) resulting from this certification void and unenforceable.

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

**Do not enter PIN as a signature**

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

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**  
**CONTRACT: 2019-21**

THIS AGREEMENT, made and executed at the Mount Holly Municipal Utilities Authority, 1 Park Drive, Mount Holly, New Jersey, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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

**ONE (1) MODEL YEAR 2019 OR NEWER, FOUR (4) DOOR, ALL-WHEEL-DRIVE/4-WHEEL  
DRIVE SPORT UTILITY VEHICLE WITH THIRD ROW SEATING OR EQUAL**

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.

No contract shall be entered into by the Owner unless the Contractor provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with the following schedule:

- (a) In response to a request for bids or a request for proposals, at the time a bid/proposal is submitted; or
- (b) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the Owner may waive this requirement with a business registration previously provided to the Owner.

A subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Owner. No contract with a subcontractor shall be entered into by the Contractor under any contract with the Owner unless the subcontractor first provides proof of valid business registration. The Contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

The Contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

For the term of this contract, a Contractor or a Contractor with a subcontractor that enters into a contract with the Owner , and each of the affiliates of the Contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

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

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

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

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

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

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

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

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

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

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

- ✓ Letter of Federal Affirmative Action Plan Approval
- ✓ Certificate of Employee Information Report
- ✓ Employee Information Report Form AA302

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



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 # 2019-21**

**ACKNOWLEDGMENT OF AUTHORITY CHAIRMAN**

STATE OF NEW JERSEY

:SS

COUNTY OF BURLINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, 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 # 2019-21**

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

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

:SS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, 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 # 2019-21**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

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

:SS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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)