

SPECIFICATIONS AND PROPOSAL

FOR

CHAIN AND SCRAPER SLUDGE COLLECTOR PARTS



433 JOHN F. KENNEDY WAY

WILLINGBORO, NEW JERSEY 08046-2119

**BID OPENING
October 9, 2019
11:00 a.m.**

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Willingboro Municipal Utilities Authority for the furnishing of CHAIN AND SCRAPER SLUDGE COLLECTOR PARTS.

Bids will be opened and read in public at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey on October 9, 2019 at 11:00 a.m., prevailing time.

Specifications and bid forms may be obtained at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119, 9:00 am - 4:30 pm (M-F) at the cost of reproduction, \$25.00 (non-refundable) or by visiting the Authority's website at www.wmua.info.

Bids must be made on the standard proposal form in the manner designated therein and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside addressed to the Willingboro Municipal Utilities Authority for ten percent (10%) of the total amount bid, provided said security need not be more than \$20,000.00.

The signed proposal forms and bid security must be delivered to the place and on or before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his/her bid security. Bid securities will be returned to all but three (3) apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract.

Bidders are required to comply with the requirement of NJSA 10:5-31 et seq. and NJAC 17:27-1.1 Affirmative Action Regulations.

The right is reserved to reject any or all Proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Willingboro Municipal Utilities Authority makes the most advantageous bid and to waive such informalities as may be permitted by law.

BY ORDER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

Andrew Weber
Executive Director

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. FAMILIARITY WITH SPECIFICATIONS. The bidder understands and agrees that its bid is submitted on the basis of the specifications and bid documents prepared by the AUTHORITY. The bidder accepts the obligation to become familiar with these specifications and bid documents. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by the bidders should be promptly reported in writing to the Executive Director. In the event that the bidder fails to notify the AUTHORITY of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

2. QUESTIONS. No oral interpretation shall be made to any bidder as to the meaning of any of the specifications or bid documents. All questions shall be submitted in writing to the Executive Director. In order to be given consideration, written requests for interpretation must be received at least five (5) days before the established date for bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJSA 40A; 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The AUTHORITY's interpretations or corrections thereof shall be final; in the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT estuppard@wmua.info.**

3. CHALLENGES TO BID SPECIFICATIONS. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the AUTHORITY no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the AUTHORITY or the award of a contract.

4. CONDITIONS AT SITE OF WORK. Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

5. BIDDERS QUALIFICATIONS. The bidder shall submit with his bid a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

6. BID SECURITY. The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A BID GUARANTEE

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

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and

INSTRUCTIONS TO BIDDERS

acceptable to the AUTHORITY stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractor's or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to NJ.SA 40A: 11-22. Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

1 year

2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the AUTHORITY. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey NJ.SA. 17:31-5. Failure to submit security with the bid may be cause for rejection.

The bidder, at his option, may furnish a bid bond, postal money order, certified check or cashier's check as security in the amount required. Checks are to be made payable to the Willingboro Municipal Utilities Authority.

7. PREPARATION OF BIDS

A. Bids shall be prepared on the forms furnished by the Authority, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initiated by the person signing the bid.

B. THE OWNER SHALL AWARD THE CONTRACT TO THE LOW BIDDER FOR EACH SINGLE BID ITEM. MULTIPLE AWARDEES ARE ANTICIPATED. BIDDER SHALL INCLUDE DELIVERY TO WILLINGBORO, NJ 08046 IN THE UNIT PRICE.

Alternative bids will not be considered unless called for.

8. SUBMISSION OF BIDS

A. Bids shall be submitted as directed on the bid form and be delivered to the place indicated in the Notice to Bidders on or before the time designated.

INSTRUCTIONS TO BIDDERS

- B. The following items shall be submitted with the bid and are considered mandatory submittals in accordance with P.L. 1999, c39. Failure to submit any one of these items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body.
1. A Stockholder Disclosure Certification pursuant to Section 1 of P.L. 1977, c.33 (C52:25-24.2).
 2. A document for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT estuppard@wmua.info.**
- C. Business registration required (P.L. 2004, c.57):
1. No contract shall be entered into by the OWNER unless the contractor provides a copy of his business registration together with a copy of the business registration for each of the subcontractors required to be listed by N.J.S.A. 40A:11-16 and as required pursuant to Section 1 of P.L. 2001, c.134 (C.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 or 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.
- D. Stockholder Disclosure Certification: In accordance with Chapter 33, P.L. 1977 (N.J.S.A. 52:25-24.2), no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.
- The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.
- E. The following additional items are also to be submitted with the bid. **Failure to submit this information may result in disqualification of the bid.**
1. Bidder Affidavit
 2. Contractor Qualification Forms
 3. Non-Collusion Affidavit
 4. Affirmative Action Certification
 5. Submittal Acknowledgment Form
 6. Disclosure of Investment Activities In Iran

INSTRUCTIONS TO BIDDERS

F. Annual Disclosure of Political Contributions:

All business entities are advised of their 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. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us. Bidder shall acknowledge this requirement by executing the "Disclosure of Contributions to New Jersey Election Law Enforcement Commission" form contained in the Proposal.

9. RECEIPT AND OPENING OF BIDS

- A. Bids must be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so fixed are late bids. Such late bids will not be considered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

No responsibility will attach to any officer, or employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

10. WITHDRAWAL OF BIDS. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other interested persons, who may be present either in person or by representative.

12. BIDDERS INTERESTED IN MORE THAN ONE BID. If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted price to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

13. AWARD OF CONTRACT. The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. (N.J.S.A. 40A:11-24)

The OWNER reserves the right to waive any informality in the bids received when such waiver is in the interest of the OWNER.

THE OWNER SHALL AWARD THE CONTRACT TO THE LOW BIDDER. BIDDER SHALL INCLUDE DELIVERY TO WILLINGBORO, NJ 08046 IN THE UNIT PRICE.

14. REJECTION OF BIDS. The OWNER reserves the right to reject any and all bids when such rejection is in the interest of the OWNER; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the ENGINEER, in a position to perform the contract.

15. CONTRACTS. The bidder to whom award is made shall, within ten (10) days of his notice of award, execute the Contract Documents.

INSTRUCTIONS TO BIDDERS

16. MODIFICATIONS TO SPECIFICATIONS. The right is reserved, as the interest of the OWNER may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Notice to Bidders. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the ENGINEER will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

17. TIME OF COMPLETION. Delivery of materials furnished under this contract shall be completed no later than Forty-five (45) days following issuance of any purchase order issued during the contract period of November 1, 2019 to October 31, 2020.

18. USA PRODUCTS ONLY. All products supplied under this contract shall be manufactured in the United States. All raw materials must be from a domestic source. Products assembled in the USA but raw materials from non-domestic sources will not be accepted. Foreign made fittings, castings, etc. are prohibited.

19. AFFIRMATIVE ACTION (N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27). This Contract is subject to the Affirmative Action Regulations effective July 10, 1978, or as amended. Failure to submit the required documentation when required may result in rejection of the Contractor's Proposal or rescission of the contract award.

****END OF INSTRUCTIONS TO BIDDERS****

STATEMENT OF WORK

PURCHASE OF CHAIN AND SCRAPER SLUDGE COLLECTOR PARTS

A. Descriptive Work

1. Provide sludge collection equipment as noted in the following, suitable for installation in one (1) basin. The basin shall contain two (2) long collectors and one (1) cross collector.
2. Long collector chains shall run over four (4) pairs of sprocket wheels so that the flights will clean the sludge from the tank bottom into the cross collector and skim the water surface on the return run.
3. Cross collector chains shall run over three (3) sets of sprocket wheels.

B. Work and Components Included

1. The Manufacturer shall furnish the items listed below:
 - a. Collector chain
 - b. Wear shoes
 - c. Collector chain sprockets
 - d. Drive chain
 - e. Sprocket shaft bearing sleeves
2. Like items of equipment specified herein shall be the end products of one manufacturer in order to achieve standardization for operation, maintenance, spare parts and Manufacturer's service.
3. Collector chain shall be by Evoqua to match existing chain in adjacent tanks.

END OF STATEMENT OF WORK

SPECIFICATIONS

1.0 EQUIPMENT

A. Collector Chain

1. Collector chain shall be Evoqua NCS720S non-metallic type having 6-inch (150 mm) pitch links with an average weight of 1.3 lbs. / ft (1.9 kg/m). The chain shall have a published working load not less than 3100 Lbf (13.8 kN) and a minimum ultimate tensile strength of 6000 lb (26.7 kN). The chain shall be manufactured of unfilled acetal resin and molded with the barrel and side bars as an integral assembly. The chain shall be assembled with pins not less than 15/16-inch (24 mm) diameter, manufactured of reinforced nylon resin and designed to provide full dead load bearing capacity throughout the full length of the link side bar hubs. The pins shall have a T-head to engage retainer lugs molded integrally with one link side bar hub as a positive means to prevent pin rotation. The pins shall be locked in position by a retainer ring molded integrally with the opposite side bar hub and provide a positive locking contact around the full periphery of the pin. The pins shall be pressed into the link side bar hubs to exclude abrasives using a tool supplied by the Manufacturer. Pins having dual purpose retainer and anti-rotational lugs will not be acceptable.
2. The attachment links shall be of similar construction to the plain chain links, with the flight pusher plate extending the full depth of the flight and molded integrally with the link sidebars. The attachment mounting hole spacing shall conform to ASME B29.21M-2013 and shall accommodate four (4) 15/16-inch (10 mm) diameter attachment bolts. The attachment link shall be capable of twisting a minimum of 15 degrees across the face of the attachment without failure.
3. Collector chain shall be tested and manufactured per the minimum quality assurance program specified under the Collector Chain Testing Section of this specification.

B. Wearing Shoes

1. Each flight shall be provided with 1/2 inch (13 mm) thick wearing shoes to run on floor wear strips and on support tracks of the return run. The shoes shall be molded of UHMW-polyethylene per ASTM D4020 with a minimum tensile strength of 6,000 psi (41,370 kPa) at 73 degrees F (23-degree C) per ASTM D638.
2. The return run wearing shoes shall include a guide lug to ensure proper tracking of the flight while travelling on the return track.
3. All UHMW-PE wearing shoes shall be reversible providing two (2) usable wearing surfaces.

C. Collector Chain Sprockets

1. Sprockets for the collector chains shall be molded totally of polyurethane or cast nylon. Sprockets shall be of split construction and have double life tooth profile compatible with non-metallic chain. Sprocket halves shall be assembled on the shafting with Type 316 stainless steel clamping bands or bolts which exert compressive force around the full periphery of the hub. The clamping bands shall include provisions to restrict lateral movement. Type 316 stainless steel bolts shall be located along the split line near the periphery and so designed to draw the sprocket halves together in lateral alignment.
2. Head shaft sprockets shall have chain saver rims.

SPECIFICATIONS

3. Head shaft sprockets shall have a keyway machined into the hub in such a way as to restrict lateral movement of the key or contain two (2) set screws to insure chain alignment.
4. Head shaft sprockets shall not be less than 22.24-inch (565 mm) pitch diameter and have 23 teeth.
5. Idler shaft sprockets shall not be less than 16.61-inch (422 mm) pitch diameter and have 17 teeth.
6. Longitudinal idler shaft sprockets shall rotate freely on bearing sleeves clamped to the static shaft.
7. Cross collector Idler shaft sprockets shall rotate freely on bearing sleeves clamped to the static shaft.

D. Collector Shaft Bearing Sleeves

1. Idler sprocket bearing sleeves for split sprockets shall be molded of UHMW-polyethylene. UHMW-polyethylene shall be of 100% virgin. The sleeves shall be of split construction and shall include a shoulder at each end to restrict lateral movement of the sprocket. The two (2) sleeve halves shall be secured to the shaft by two (2) Type 316 stainless steel clamping bands which exert compressive force around the full periphery of each shoulder. The shoulders shall include retainer rings to contain the clamping bands.

E. Drive Chain

1. The collector drive chain shall be NH78 non-metallic, having 2.61-inch (66 mm) pitch links with an average weight of 1.4 lbs. /ft (2.1 kg/m). The chain shall have a published working load not less than 1750 lbf (7.8 kN), based upon strength and fatigue considerations. The chain links shall be manufactured of acetal resin and connected with 7/16-inch (11 mm) diameter stainless steel pins. The pins shall be constructed to prevent rotation. Chains made of glass reinforced resins that require an abrasion resisting bushing to insulate the pin from the link barrel shall not be acceptable.

****END OF SPECIFICATIONS****

PROPOSAL

TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY:

The Undersigned hereby declares that _____ ha ___ carefully examined the specifications, plans and form of contract for the item named above; and that _____ will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item stated in the Schedule of Prices following.

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 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.

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

ITEM	QUANTITY	UNIT PRICE	LINE TOTAL
1. W3T307721 SPROCKET, 720/730 17T STATIC 3.55" B BLK	16	_____	_____
2. W2T319475 BRNG, SLEEV;1.9375 IN ID;3.44 IN OD	4	_____	_____
3. W2T319459 BEARING ASSY-SLEEVE,2.44" DIA, SPLIT, UHMW	12	_____	_____
4. W3T307693 SPROCKET, NCS720S 23T KEYED 2.94" B BLK 4"	4	_____	_____
5. W3T306833 SPROCKET, NCS720S 23T KEYED 1.94" B BLK	2	_____	_____
6. W3T422183 CHAIN, NCS720S-NX POLY 6" P 120" F26 ATT (1)	84	_____	_____
7. W3T422184 CHAIN, NCS720S-NX POLY 6" P 120" F26 ATT (2)	14	_____	_____
8. W2T118570 SHOE-WEAR, CARRY,3x3x0.5x5.5", UHMW-PE	108	_____	_____
9. W2T119965 WEARSHOE, RTRN, W/LUG 3.5x3.5x.5x4.5, UHMW	80	_____	_____
10. W2T119925 CHAIN, PWR TRNSMSN; DRIVE; NH78;2.609	50	_____	_____
11. Shipping & Handling	1	_____	_____
		TOTAL PRICE	_____

TOTAL PRICE IN WORDS:

_____ Dollars

and _____ Cents

Bidder: _____

Address: _____

Contact person: _____

Phone: _____ email: _____

PROPOSAL

There is enclosed herewith the required bid security (bid bond) to the order of the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY in the sum of _____ Dollars (\$____) and a duly executed consent from an approved surety company, licensed to conduct business in the State of New Jersey agreeing to furnish the required bid bond upon the award of the contract.

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

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

If corporation, the bidder shall name the date and State in which corporation was incorporated:

DATE _____ STATE _____

If a partnership or corporation, give the names of all partners, or all officers of the corporation with the addresses of each:

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

Signed this _____ day of _____, 20_____.

PROPOSAL

Bidder

By _____

(Signature of Individual, Partner
or Officer Signing the Proposal)

(SEAL)

(Seal is required if Bidder
is a corporation)

Title

PROPOSAL

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

being duly sworn, depose and says that ___he resides at

and that ___he is the _____

of _____

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

He further deposes that he 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 April 8, 1977.

Affiant

Subscribed and Sworn to before me this _____ day of _____, 20____

PROPOSAL

STATEMENT OF CORPORATE OWNERSHIP

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

_____	_____
_____	_____
_____	_____
_____	_____

If corporation, the bidder shall name the date and State in which corporation was incorporated:

DATE _____ STATE _____

List below the names and residences of all persons and parties interested in the foregoing bid as principals, and in accordance with Chapter 33 of the Public Laws of 1977, the names and addresses of all stockholders in the corporation or partnership 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, as the case may be. If one or more of the stockholders or partners of the bidding entity is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established by N.J.S.A. 52:25-24.2, has been listed.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder's name, address and telephone number:

PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

I, _____ of the Municipality of
(Name)

_____ in the County of _____ and the

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

I am _____, a _____
(Name) (Title, Position, Etc.)

in the firm of _____ the
bidder making the proposal to The Willingboro Municipal Utilities Authority and that I executed the
said Proposal with full Authority to do so; that said Bidder has not, directly or indirectly entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements contained in
said Proposal and in this Affidavit are true and correct, and made with full knowledge that the
Willingboro Municipal Utilities Authority relies upon the truth of the statements contained in said
Proposal and in the statements contained in this Affidavit in awarding the Contract for the said
project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding, 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 _____, 20__.

Notice Public of _____

My Commission Expires _____, 20__.

PROPOSAL

AFFIRMATIVE ACTION REQUIREMENTS

A. This contract is subject to and all bidders are required to comply with the requirements of P.L. 1975, C. 127 an act relating to Affirmative Action and NJAC 17:27.

B. For any violation of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine of up to \$1,000.00 for each violation for each day during which the violation continues, said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law" (NJSA 2A:58-1 et seq.) (P.L. 1975, C127, Para. 5b) (NJAC 17:27)

C. ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract whichever is sooner, the contractor shall submit to the Public Agency one of the following forms of evidence:

- a) Letter of Federal Approval
- b) Certificate of Employee Information Report
- c) Completed Form AA302.

2. Failure to submit one of the above forms of evidence within the required time may result in the Contractor being declared non-responsive and the rescission of the contract award.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (NJAC 17:27) and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C 127. (NJAC 17:27)

PROPOSAL

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2

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

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

TITLE: _____ DATE: _____

CONTRACT

THIS AGREEMENT made and executed the ___ day of OCTOBER 2019 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A.40: 14B-1 et. seq. hereinafter referred to as "The Authority", and _____, hereinafter referred to as "The Supplier",

WITNESSETH:

1. The supplier, having been designated by the Authority as the lowest, responsible bidder subsequent to the Authority's receipt of sealed bids on (date) _____ herewith covenants to furnish and deliver to the Authority the following material and quantities as contained in the Public Notice to Bidder and/or these specifications:

CHAIN AND SCRAPER SLUDGE COLLECTOR PARTS

2. In consideration of the receipt of said material, the Authority agrees to pay the Supplier for the same at the following rates. \$_____.
3. Payment by the Authority shall be made after delivery and upon receipt by the Authority of an itemized statement and voucher from the Supplier for the materials delivered.

The supplier recognizes that said payments will require the Authority approval at a public meeting and therefore agrees to submit his statement and voucher at least five days in advance of the next regular meeting of the Authority and to expect payment thereof within five days after said meeting.

4. The Authority meets on the third Wednesday of each month and the Supplier may rely thereon in submitting for payment unless otherwise notified by the Authority.
5. The Supplier specifically covenants and warrants that the material in question is of good and merchantable quality and is fit for use by the Authority in its utility operation.
6. The Supplier and the Authority mutually agree that all the terms and conditions set forth in the Notice to Bidders including but not limited to, the instructions to bidders and the specifications are hereby incorporated by reference and made a part of this Agreement as if fully set forth at length herein.
7. The Supplier covenants that in making delivery of the material it will comply with any existing governmental regulations.
8. This Agreement and the documents specifically incorporated by reference contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.
9. This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.
10. This Agreement shall not be assigned by either party without the prior written consent of the other.
11. Affirmative Action. The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.

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IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

By: _____
Executive Director

Seal:
ATTEST:

WMUA Secretary

SUPPLIER

By: _____
(President, Partner or Sole Proprietor)

Seal:
ATTEST:

Secretary

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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

CONTRACT

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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EXHIBIT "B"

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability 42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this 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 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 proceedings 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.

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ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, 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 acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

(SEAL)