

Sales Order Form



PTR Order Number: 2022026

2022026

Date:

2/2/2026

Shipment Method: **NDA FIRST AM**

NDA FIRST AM

Sold To:	_____
Name:	_____
Address:	_____
Address:	_____
City:	_____
State, Zip:	_____

Ship To: _____
Name: Morris County Municipal
Address: 370 Richard Mine Rd
Address: _____
City: Wharton
State, Zip: NJ, 07885
Contact: james deacon
Contact #: bid#2026-SW01

SENT BY: Paul Stierle **DELIVER BY:**

Production Item #	
1	Cashier's Check
1	Certificate of Liability insurance
1	bid sheet



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2026

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

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

PRODUCER	CONTACT NAME: Emily Diecks	FAX (A/C, No.):
	PHONE (A/C, No. Ext): 412-552-5174	
E-MAIL ADDRESS: Emily.Diecks@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Charter Oak Fire Insurance Company		25615
INSURER B : Travelers Property Casualty Company of America		25674
INSURER C : The Travelers Indemnity Company		25658
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGEs

CERTIFICATE NUMBER:

CLE-007450809-02

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y-630-9S785599-COF-25	09/28/2025	09/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-9S784253-25-14-G	09/28/2025	09/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-9S890732-25-14	09/28/2025	09/28/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	UB-9S968158-25-14-G	09/28/2025	09/28/2026	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Employee Benefits Liability		Y-630-9S785599-COF-25 Retroactive Date 9/28/2022	09/28/2025	09/28/2026	Aggregate 2,000,000 Each Employee 1,000,000

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

CERTIFICATE HOLDER

Morris County Municipal Utilities Authority 370 Richard Mine Rd. Wharton, NJ 07885	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE		<i>Marsh USA LLC</i>

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/02/2026

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

AGENCY MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824 Attn: Cleveland.CertRequest@marsh.com	PHONE (A/C. No. Ext):	COMPANY The Charter Oak Fire Insurance Company		
CN102955078-marin-25-26				
FAX (A/C. No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED Philadelphia Tramrail Enterprises Inc. PTR Baler and Compactor Company 2207 E. Ontario St. Philadelphia, PA 19134-2615	LOAN NUMBER		POLICY NUMBER Y-630-9S785599-COF-25	
	EFFECTIVE DATE 09/28/2025	EXPIRATION DATE 09/28/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
INLAND MARINE	COVERAGE / PERILS / FORMS					
Scheduled Equipment					262,258	1,000
Unscheduled Owned Equipment					115,000	1,000
Unscheduled Owned Item of Equipment					25,000	1,000
Unscheduled Equipment Owned By Others					275,000	1,000
Other deductibles may apply as per policy terms and conditions.						

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST CLE-007450812-02

NAME AND ADDRESS Morris County Municipal Utilities Authority 370 Richard Mine Rd. Wharton, NJ 07885	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
LOAN #			
AUTHORIZED REPRESENTATIVE			

Marsh USA LLC

CASHIER'S CHECK



No. 5343764

3-5/310

DATE FEBRUARY 02, 2026

PAY TO THE
ORDER OF MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY \$ 10,766.80

TEN THOUSAND SEVEN HUNDRED SIXTY SIX AND 80 / 100***** DOLLARS

PTR BALER AND COMPACTOR LLC

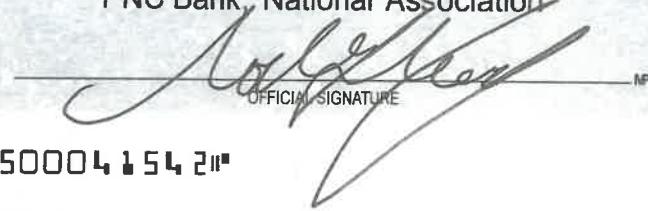
REMITTER



10 5343764 10310000531

8500041542

PNC Bank, National Association



OFFICIAL SIGNATURE

Security features
included
Details on back

Jessica Pettit

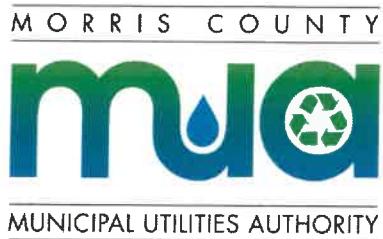
Northeast Regional Sales Manager - Hauler Division

jpettit@ptrco.com

(m) 610-585-0056

2207 E Ontario St.
Philadelphia, PA 19134

www.komarindustries.com



BID#2026-SW01

**THE DELIVERY, FURNISHING AND
INSTALLATION OF THREE (3) SELF
CONTAINED COMPACTING UNITS**



Notice is hereby given by the Morris County Municipal Utilities Authority ("MCMUA") that sealed bids will be received by the Morris County Municipal Utilities Authority ("MCMUA") on **Tuesday, February 3, 2026 at 11:00 a.m.** prevailing time in the Morris County Municipal Utilities Authority ("MCMUA") office located at 370 Richard Mine Rd. Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

BID#2026-SW01 THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS

Obtaining Proposal Documents:

- Bid Documents shall be made available on Tuesday, January 13, 2026
- Morris County Municipal Utilities Authority
Shana O'Mara, QPA
SOmara@co.morris.nj.us

Submission of Bid:

- In lieu of submitting bids in person, bids may be submitted via certified mail or overnight delivery to the following address, provided that they are received by the MCMUA prior to the scheduled bid opening time:

370 Richard Mine Rd.
Wharton, NJ 07885
Attn: James Deacon
Re: Bid #2026-SW01
- The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com> 48 hours prior to the opening.
- All bids will be scanned and available for viewing within 24 hours of the bid opening on the MCMUA website; www.MCMUA.com.
- All bids must be submitted on the bid proposal forms approved and provided for by the bid documents in order to be considered.
- Bid proposals must be accompanied by a bid security, by way of a certified check, cashier's check, or bid bond, in the amount of ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars, made payable to the Morris County Municipal Utilities Authority ("MCMUA")

Bidder Requirements:

- Bidder must comply with the requirements of NJSA 10:5-31 et seq., and NJAC 17:27.
- Other requirements as well as those described above are fully detailed in the bid document.

Additional Information:

- Prospective Bidders are cautioned not to rely solely on this Notice to Bidders in preparing their Bids, but to read the Bid Documents in their entirety and comply with all bidding requirements set forth therein. Any questions concerning the Bid Documents should be in writing and forwarded to the MCMUA, Attention: James Deacon – Jdeacon@co.morris.nj.us .
- In the event that a potential bidder obtains the bid documents in any manner other than as specified herein, the Morris County Municipal Utilities Authority will not have the contact information of the potential bidder for purposes of issuing bid addenda, if any. The non-receipt of any addenda (in the event that any addenda are issued) and the failure of the bidder to acknowledge the receipt of any and all addenda at the time of receipt of bid shall be considered a material defect in such bidder's submission and said bid shall be rejected. Therefore, if a potential bidder obtains the bid documents in any manner other than as specified herein, said bidder shall promptly provide written notice of their contact information to the Morris County Municipal Utilities Authority.

The MCMUA reserves the right, in accordance with applicable law, to reject any and all proposals that substantially or materially deviate from the specifications and other required bid documents and further reserves the right to waive immaterial irregularities and informalities in the proposals in accordance with applicable law.

This bid has been advertised in accordance with the "Fair and Open" laws and nothing further shall be required under N.J.S.A. 19:44A-20.4.

Shana O'Mara, QPA
MCMUA

MORRIS COUNTY MUA

Schedule of Events

Schedule of Events.

Provided below is the tentative schedule of events related to the Request for Bids and award of the Contract:

• Publication of Notice to Bidders:	Tuesday, January 13, 2026
• Deadline for Submission of Written Questions Regarding Bid Documents:	Tuesday, January 20, 2026
• Bids Due:	Tuesday, February 3, 2026
• Contract Award:	Anticipated on Tuesday, February 10, 2026

Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on Tuesday, February 3, 2026 at 11:00 a.m. prevailing time at the MCMUA's office located at 370 Richard Mine Rd. Wharton, NJ 07885

The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com> 48 hours prior to the opening.

The MCMUA will accept questions regarding the Bid in writing no later than 12:00 p.m. prevailing time on Tuesday, January 20, 2026. All questions may be submitted to James Deacon at JDeacon@co.morris.nj.us. Based on the questions submitted, the MCMUA may at its own discretion provide answers in the form of an addendum to the Bid Documents. The MCMUA reserves the right to modify or change any of the Bid Specifications by the issuance of addenda to the Bid Specifications.

Potential bidders/respondents and their agents must not communicate in any way with the MCMUA Officers, Board of Commissioners, or any MCMUA staff other than James Deacon in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of Commissioners meets to authorize award. Such communication may result in disqualification.

MORRIS COUNTY MUA

Definitions

The attention of all Bidders is directed to the Definitions section contained in this Information for Bidders and Requirements of Bid for definitions. Definitions shall apply to any such term(s) not otherwise defined in this Information for Bidders and Requirements of Bid. In the case of any term(s) not specifically defined in this Information for Bidders and Requirements of Bid, or any other document in the Bid Documents, said term(s) shall have the meaning normally ascribed to them in the trade, profession or business with which they are associated. The terms "herein", "hereunder", "hereby", "hereto", "hereof", and similar terms, refer to this Contract and the term "heretofore" means before the Contract Date and the term "hereafter" means after the Contract Date. Words importing the masculine gender include the feminine gender or the neuter and vice versa, as the case may be. Words importing the singular number include the plural number and vice versa.

Certain terms are used in the Proposal Documents and shall be defined as follows:

Addenda means supplemental written specifications or drawings issued prior to the bid submission date (as such date may be amended), which modify or interpret the Proposal Documents by addition, deletion, clarification or corrections.

Affiliate means a person controlling, controlled by, or under common control with the person in question. For purposes of this definition, "control" and similar terms means either direct or indirect majority ownership or the power to direct the day-to-day management decisions of a person, whether through ownership of voting stock or interests, status as a managing member of managing general partner, by contract or otherwise.

A.R.O. means After Receipt of Order

Authority, MCMUA or Owner means the Morris County Municipal Utilities Authority.

Bid means all documents, proposal forms, affidavits, certificates, certifications, statements and Bid Security submitted by the Bidder at the time of the Bid opening.

Bid Documents means all documents in this Request for Bids (including any appendices, exhibits, or schedules attached hereto) which may be subsequently supplemented, amended or otherwise modified during the procurement process, which documents shall be incorporated by reference into the Contract executed by the Authority and the Successful Bidder, as if fully set forth therein.

Bid Security means the bid bond, cashier's check or certified check submitted as part of the Bid, payable to the MCMUA, ensuring that the Successful Bidder will enter into the Contract.

Bid Specifications means the directions, provisions and requirements contained herein.

Bidder means any person, firm or entity which submits a Bid in response to this Request for Bids and who are collectively referred to herein as "Bidders."

Broom Clean means free of any debris, materials, equipment, and/or possessions of the contractor; to restore the property to the condition to which it was found.

Contract means the written agreement executed by and between the successful bidder and the MCMUA and shall include the Contract Documents.

MORRIS COUNTY MUA

Definitions

Contract Documents consist of the Information to Bidders, Instructions to Bidders, Price Proposal Form, General Information, Contract, General Specifications, Technical Specifications, Detailed Specifications, Contract Drawings, Schedules and addenda, if any and the Bid Documents.

Contract Drawings means all sketches, blueprints, plans, surveys, reproductions of drawings pertaining to performing the work required under the Contract.

Contract Price means the prices proposed in Table P-1 and accepted by the MCMUA.

Contractor means the Successful Bidder who enters into the Contract to perform the Work as described herein, which term shall include subcontractors, equipment and material suppliers and their respective employees.

Contractor's Plant and Equipment means equipment, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

County refers to the County of Morris, a municipal corporation of the State of New Jersey.

Direct shall refer to action of the MCMUA by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive shall refer to written documentation of the actions of the Owner in directing the Contractor.

Extra Work means any work required by the MCMUA, which in the judgment of the Owner involves changes, reductions or additions to the work required by the Contract Documents.

Furnish means to deliver to the job site or other specified location any time, equipment or material.

Guarantor means the parent corporation or other such third-party, and its successors and assigns, which has in each case guaranteed the performance by the Contractor of each of the Contractor's obligations under the terms of the Contract. Such Guaranty shall be evidenced by an agreement executed by the Guarantor, the form of which is set forth in the Bid Documents and submitted at the time of the Bid.

Lowest Responsible Bidder means the bidder whose response to a request for bids offers the lowest price and is responsive and is responsible, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. Seq.

May refers to permissive actions.

MCMUA means the Morris County Municipal Utilities Authority.

Notice to Proceed or NTP means the document issued to the Contractor designating the official commencement date of the performance under the Contract.

Owner means an authorized representative of the MCMUA.

Plans means the same as Contract Drawings.

Price Proposal Forms means those forms that must be utilized by all Bidders to set forth the prices for services to be provided under the Contract.

MORRIS COUNTY MUA

Definitions

Responsible means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, workforce, equipment and facilities availability.

Responsive means conforming in all material respects to the terms and conditions, specifications, legal requirements and other provisions of the request.

Shall refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Specifications means the directions, provisions and requirements, contained herein.

Specify refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor means those having a direct contract with the Contractor to perform any of the Work required under the Contract.

Successful Bidder means the Bidder to which the Contract is awarded by the MCMUA.

Suppliers means those having a direct contract with the Contractor to perform any of the work required under the Contract.

Surety means the corporate body which is bound with and for the Contractor and which engages to be responsible for the Contractor's payment of all debts pertaining to and for the Contractor's acceptable performance of the Work for which the Contractor has contracted. Said Surety shall be duly certified to conduct business in the State of New Jersey and qualified to issue bonds in the amount and of the type and character required by the Bid Documents.

Total Bid Price shall refer to that amount identified in Table P-1 of the Proposal Section of the within bid.

Uncontrollable Circumstances shall have the meaning set forth in the Contract.

Will refers to actions entered into by the Contractor or the MCMUA as a covenant with the other party to do or to perform the action.

Work means all labor, materials, supplies, tools and equipment, insurance, bonds and other such items necessary to perform the services required under the Contract in accordance with all Applicable Laws and the Bid Documents.

Written Notice means electronic or written documentation. This is sent by one party to the other as specified in the Contract Documents.

MORRIS COUNTY MUA

Information to Bidders

SECTION I - SUBMISSION OF BIDS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed bids pursuant to the Notice to Prospective Bidders. Said Notice to Prospective Bidders is to be attached to and is considered as a part of these Information to Bidders.
- Sealed bids will be received by the Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective Bidders, and at such time and place will publicly open and read aloud all bids received.
- Bid proposals as defined herein, should be reassembled into book form. The Prospective Bidders should use ring binders (loose-leaf) or spiral binders to reassemble the Bid Documents.
- A total of one Bid proposal shall be submitted at the time of the Bid opening.
- On all copies of the Bid proposal the Price Proposal page must be tabbed separately.
- It is the bidder's responsibility to see that the bid is presented to the MCMUA on time and at the place designated.
- Bids received after the designated time and date will be returned unopened
- The bid proposal form should be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope.
- Bids may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for bids forwarded by regular or overnight mail.**
- All mailed bids must be delivered and signed for by the MCMUA Staff ONLY
- The following should be reflected on the face of the envelope the bid documents are submitted in:
 1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
 2. Bearing the name and address of the bidder written on the face of the envelope
 3. Clearly marked "BID" with the contract title and/or BID # being identified
- Where additional sheets are necessary to satisfy the requirements of the Bid Documents, they should be placed immediately following such form or table which the additional sheets supplement. If the number of additional sheets submitted exceeds twenty-five (25), then they should be included as an attachment to the Bid together with a list identifying the attachments, which list should be placed immediately following the appropriate section in the Bid submission.
- Prospective Bidders may collaborate with other firms to submit Bids proposals for the Contract, however, the MCMUA will enter into a Contract with only one (1) entity and that entity should have full responsibility to conduct the Work, as that term is defined in the Contract Documents, in accordance with the Contract Documents and Applicable Laws.

MORRIS COUNTY MUA

Information to Bidders

- Bid proposals should be signed by (1) principal executive officer in the case of a corporation, (2) general partners in the case of a partnership or three (3) the proprietor in the case of a sole proprietorship. Bid proposals may be signed by a duly authorized representative of the Bidder if the authorization is established in writing by the person described in (1), (2) or (3) above, as applicable and said authorization specifies a particular individual or a position having responsibility for overall operations of the business of the Bidder.
- Sealed bids forwarded to the MCMUA before the time of opening of bids may be withdrawn upon written application of the bidder who should be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additional information not required by the specifications, or irregularities of any kind, maybe rejected by the MCMUA. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing should be furnished.
- Prospective Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices should be net, including any charges for packing, crating, containers, etc. All transportation charges should be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the MCMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- Amongst other items to be submitted as set forth in the Bid Documents (See Checklist), each Bidder must submit with its Bid a signed Equipment and Vehicle Certification stating that it owns, leases or controls all the necessary equipment required to accomplish the Work in accordance with the Bid Documents, together with an executed Bidder's Agreement to Provide Equipment and Vehicles. Should the Bidder not be the actual owner or lessee of any such equipment required, its Equipment and Vehicle Certification should state the source from which the equipment will be obtained, and in addition, should be accompanied by a signed certification from the owner or person in control of the equipment required stating that in the event the Bidder is awarded the Contract, it should provide Bidder with the equipment, together with an executed Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles.
- The vendor should guarantee any or all materials and services supplied under these specifications. Defective or inferior items should be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

MORRIS COUNTY MUA

Information to Bidders

should prevail.

- Deviations

All Prospective Bidders should clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation however, may result in the rejection of the Bid. After the contract has been entered into, no consideration should be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

SECTION IV - PREPARATION OF BIDS

- The MCMUA is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The MCMUA has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- Successful bidder should be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted should include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION V - BID OPENING / ANALYSIS & EQUIPMENT

- Acceptance of Bids

The MCMUA reserves the right to waive any immaterial defect or informality in any bid. The MCMUA also reserves the right to reject any or all bids in accordance with the Local Public Contracts Law. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Prospective Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at that time. Once opened, all bids become the property of the MCMUA, and will not be returned to the Prospective Bidders. No bid may be withdrawn after the specified opening time and date, unless a request is made in writing and sent via certified or registered mail to MCMUA within five (5) business days of bid opening, due to a mistake of such great consequence that it relates to a material feature of the bid, notwithstanding reasonable care in preparation of the bid, and provided that enforcement of the contract, if actually made, would be unconscionable in accordance with the requirements of N.J.S.A. 40A:11-23.3. Any written request for bid withdrawal due to such mistake must include any pertinent documents, demonstrating that the above conditions occurred.

MORRIS COUNTY MUA

Information to Bidders

The MCMUA may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Alternates, it will be made to that responsible bidder whose net bid on such combination is the lowest.

- **Contract Award**

Should the MCMUA decide to award the contract, it should notify the successful bidder in writing within sixty (60) days of receipt of bids unless otherwise extended in accordance with the Local Public Contracts Law 40A:11-1 et. Seq. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the MCMUA may revoke the acceptance of his proposal and the bidder should become liable for any difference in the proposal awarded and the amount of the contract which the MCMUA may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the MCMUA may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and should not transfer any interest in the same without the prior written consent of the MCMUA.

SECTION VI - REJECTION OF BIDS

- The MCMUA reserves the right to reject any and all bids for any one or more of the following reasons.
 - All bids pursuant to N.J.S.A. 40A:11-13.2;
 - The lowest bid substantially exceeds the cost estimates for the goods and services.
 - The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services
 - The governing body of the contracting unit decides to abandon the project for the provision or performance of the goods or services.
 - The contracting unit wants to substantially revise the specifications for the goods or services
 - The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated
 - The governing body of the contracting unit decides to use the State authorized contract.
 - If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

MORRIS COUNTY MUA

Information to Bidders

- Multiple bids from an agent representing competing Prospective Bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
- The bid contains a material defect.
- The bid is conditional.

MORRIS COUNTY MUA

Technical Specifications

Intent

The purpose of this bid package for The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units.

The MCMUA reserves the right to order components either together or separately.

Model Information Required

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent".

Use of other Names and References

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

Quality

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced promptly at no cost to the Morris County Municipal Utilities Authority upon due notice of deficiency.

Compliance to Minimum Bid Requirements – Equivalent Proposals

It is the intent of these specifications to describe and govern the purchase of The (3) Self Contained Compacting Units with any and/or all accessories as noted in herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. If a bidder is basing their proposal on equipment other than what is specified in these bid documents and requests the equipment proposed be considered as an "approved equal" bidder shall submit on a separate sheet, in the exact format of the technical specifications herein, an item by item description of the proposed substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

MORRIS COUNTY MUA

Technical Specifications

Inability to Perform

In the event that during the term of the contract, if any vendor is unable to provide goods and/or services in accordance with the contract, the MCMUA reserves the right to obtain the goods and/or services from an alternate vendor.

Contractor Obligations

- a. Contractor shall submit shop drawing with manufacturer's information to Owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights and sample warranty.
- b. Contractor shall be responsible for installation and testing equipment for proper operation. Installation shall include anchoring to existing concrete pad. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
- c. Contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.
- d. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon unit delivery.

Delivery

Delivery/installation time, date and location shall be provided at the time the order is placed.

Materials

Dollar amounts are shown in the proposal page for bid purposes only.

Contract period

The duration of the Contract, Contract period, shall begin upon full execution of the agreement and shall end on February 10, 2027. The pricing provided in this Bid shall be valid for any orders placed by the MCMUA through February 10, 2027. Notwithstanding the foregoing, the MCMUA may terminate this Agreement for any reason upon seven (7) days written notice to the Contractor.

Warranty

- (1) One year from date of installation on all parts and labor

Site

Morris View, 540 West Hanover Ave. Morristown, NJ 07960

MORRIS COUNTY MUA

Technical Specifications

- Dietary Side of Facility (2 Units)
- Dock Side of Facility (1 Unit)

SELF CONTAINED COMPACTOR

General Specifications of Equipment

1. Number of units: (3) three
2. Heavy duty, manufacturer is rating of approximately 1.3 cubic yards. 2 Compactors shall be PT300 or equivalent, 1 Compactor shall be PT250 or equivalent
3. Charge box minimum opening approximately: 41 inches long by 60 inches wide
4. (1) Compactor - Maximum length: Dock Side 246 inches
5. (2) Compactors - Maximum length: Dietary Side 255 inches
6. Maximum width: 100 inches
7. Compactor to be totally UL listed for outside use (Furnish UL Number)
8. Paint, standard manufacturer process, standard color (Green)
9. Must be in compliance with ANSI-Z245.2 and all OSHA standards
10. Compactor to include all manufacturer's standard equipment
11. Manufacturer's plate bearing serial number and date of manufacturer
12. Provide advance fullness warning light at 80%

Performance Characteristics of Equipment

1. Cycle time of approximately 30 seconds
2. Total normal force: approximately 42,700 pounds
3. Total maximum force: approximately 49,250 pounds
4. Minimum normal ram face pressure: approximately 28 PSI
5. Minimum ram penetration: approximately 6 inches

Electrical Characteristics of Equipment

1. Motor: 10HP 3/60/230/460 VAC
2. Control voltage 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20' of Sealtite
4. Multi-cycle timer (2 times)

Hydraulic Characteristics of Equipment

1. Hydraulic pump minimum: approximately 10.5 GPM
2. Maximum normal pressure: 2,000 PSI
3. Maximum pressure: 2,300 PSI
4. Hydraulic cylinder bore: two 4" diameter with 2.5 inch diameter rod
5. Hydraulic oil reservoir: minimum 30 gallons
6. Pressure gauge, remote on 20 feet of hydraulic hose

MORRIS COUNTY MUA

Technical Specifications

7. Internal pan heater for hydraulic fluids.

Characteristics of Equipment

1. Ram face plate minimum: 3/8 -inch steel plate
2. Body sides: 1/4-inch steel plate
3. Charge box side liner: 1/4 inch steel plate
4. Floor body minimum: 1/4 inch steel plate
5. Top ram plate: 3/8 inch steel plate
6. Bottom of ram: 3/8 inch steel plate
7. Guide rails must be constructed of wear resistant materials and surfaces subjected to wear must be easily replaceable

HOPPER

General Specifications of Equipment

1. Number of units: (3) three
 - a. Dietary Side: 2 Units – Extended Rear Doghouse with Dual Doors
 - b. Dock Side: 1 Unit – Mailbox RT Side Load
2. Contractor must submit scaled drawings of the proposed hopper for review prior to manufacture of the unit

Paint primer inside and outside 2.0 mils, industrial enamel finish to 2.0 mils

MORRIS COUNTY MUA

Price Proposal Table

PROPOSAL TO:

Morris County Municipal Utilities Authority

PROPOSAL FOR:

Bid #2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units

Stationary Compactor Receiver Container

30 Yard Self Contained Compacting Units with
Rear Doghouse with Cellar Doors 2 \$ 70,783.00

25 Yard Contained Compacting Unit with
Side (Left) Doghouse Door 1 \$ 34,885.00

MORRIS COUNTY MUA

Price Proposal Signature Form

From: _____

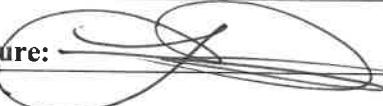
Vendor: The undersigned has reviewed the proposal submitted in response Bid#2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units.

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications at the proposed prices within the time constraints of General conditions:

Business Name: KOMAR Industries, LLC.

Representative's Name (print): JESSICA PETTIT

Representative's Signature: 

Title: Northeast Regional Sales Manager - Hauler Division

Complete Address: 2207 East Ontario Street
Philadelphia, PA 19134

Affix Seal if Corporation:

MORRIS COUNTY MUA

Administrative Documents

A. Failure to submit the following documents at the time of bid opening is a MANDATORY cause for rejection of the bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Bid Security by way of a certified check, cashier's check, or bid bond	
X	Consent of Surety	NIA
X	Statement of Ownership Disclosure	
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Subcontractor Utilization Form	
X	Non-Collusion Affidavit	

B. Failure to submit the following documents at the time of bid opening may be cause for rejection of the bid.

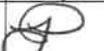
Owner's Checkmarks		Bidder's Initials
X	Administrative Documents Acknowledgement	
X	Price Proposal Table	
X	Price Proposal Signature Form	
X	Affirmative Action Compliance Notice	
X	Mandatory EEO Language	
X	Certificate of Employee Information Report/AA-302	
X	Americans with Disability Act of 1990	
X	Pay to Play Advisory Notice	
X	W-9	
X	N.J Anti-Discrimination Form	
X	Bidder's Agreement to Provide Equipment and Vehicles	

MORRIS COUNTY MUA

Administrative Documents

Owner's
Checkmarks

Bidder's
Initials

X	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	
X	Equipment and Vehicle Certification Form	
X	Corporate Acknowledgement	N/A
X	Acknowledgement of Contractor, if Bidder is a Partnership	N/A
X	Acknowledgement of Contractor, if Bidder is an Individual	N/A
X	Acknowledgement of Contractor, LLC	
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	N/A
X	Affidavit of Non-Debarred Status	
X	Bid Security Statement	N/A
X	Surety Acknowledgement	N/A
X	Surety Disclosure Statement & Certificate	N/A

C. The following documents are to be submitted prior to contract award.

Owner's
Checkmarks

Bidder's
Initials

X	New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran	
X	Certification of Non-Involvement in Prohibited Activities in Russia & Belarus	
X	Certificate of Insurance	

D. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name: Komar Industries, LLC

Representative's Name: Jessica Pettit

Representative's Signature:

Date: 1/30/2014

Phone: 610 - 585 - 0056

MORRIS COUNTY MUA

Acknowledgement of Receipt of Addenda

Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of proper notice to Bidders, per NJSA 40A:11-23(c), shall take precedence and Bidder's failure to acknowledge receipt of addenda shall result in rejection of Bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received
Addendum #1	email	1/29/2024

No Addenda Issued Initials _____

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: Komar Industries, LLC.

Bidder's Signature:

Printed Name & Title: Jessica Pettit Northeast Regional Sales Manager

Date: 1/30/2024

MORRIS COUNTY MUA

Mandatory EEO Language

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

MORRIS COUNTY MUA

Mandatory EEO Language

will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

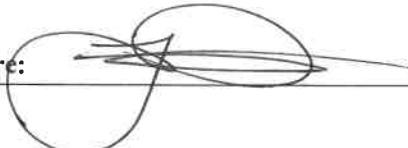
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

Business Name: Komar Industries, LLC.

Representative's Name (print): Jessica Pettit

Representative's Signature:



Date: 1/30/2024

MORRIS COUNTY MUA

Affirmative Action Compliance Notice

EXHIBIT A

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The respondent shall submit to the public agency, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

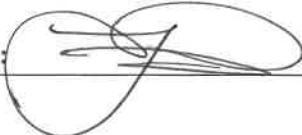
The vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

Business Name: Komar Industries, LLC.

Representative's Name (print): Jessica Pettit

Representative's Signature:



Date: 1/30/2024

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY <u>20-1284683</u>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
---	--	--

4. COMPANY NAME <u>Komar Industries, LLC.</u>	COMPANY E-MAIL <u>JPettit@ptrcd.com</u>
--	--

5. STREET <u>2807 E Ontario St Philadelphia</u>	CITY <u>PA</u>	COUNTY	STATE	ZIP CODE <u>19134</u>
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6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
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7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 213

10. PUBLIC AGENCY AWARDING CONTRACT
CITY PA COUNTY Philadelphia STATE PA ZIP CODE 19134

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER
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SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN																
		*****MALE*****			*****FEMALE*****													
		COL. 1	COL. 2	COL. 3	Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
	(Cols. 2 & 3)																	
Officials/ Managers	<u>37</u>	<u>31</u>	<u>6</u>	<u>2</u>	<u>1</u>			<u>2</u>	<u>24</u>	<u>2</u>	<u>1</u>					<u>5</u>		
Professionals	<u>20</u>	<u>10</u>	<u>10</u>	<u>1</u>	<u>1</u>			<u>1</u>	<u>6</u>	<u>1</u>	<u>6</u>	<u>1</u>				<u>1</u>	<u>2</u>	
Technicians																		
Sales Workers	<u>2</u>	<u>1</u>	<u>1</u>								<u>1</u>						<u>1</u>	
Office & Clerical	<u>34</u>	<u>10</u>	<u>24</u>		<u>1</u>			<u>1</u>	<u>4</u>	<u>1</u>	<u>9</u>	<u>1</u>				<u>1</u>	<u>13</u>	
Craftworkers (Skilled)	<u>09</u>	<u>9</u>	<u>8</u>	<u>1</u>	<u>9</u>	<u>31</u>		<u>3</u>	<u>49</u>	<u>6</u>							<u>1</u>	
Operatives (Semi-skilled)	<u>9</u>	<u>9</u>		<u>2</u>	<u>2</u>					<u>5</u>								
Laborers (Unskilled)	<u>12</u>	<u>12</u>		<u>5</u>	<u>3</u>			<u>1</u>	<u>3</u>									
Service Workers																		
TOTAL	<u>23</u>	<u>17</u>	<u>42</u>	<u>19</u>	<u>39</u>			<u>8</u>	<u>95</u>	<u>10</u>	<u>16</u>	<u>1</u>				<u>2</u>	<u>22</u>	
Total employment From previous Report (if any)																		
Temporary & Part-Time Employees																		

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. <input type="checkbox"/> DAY <input type="checkbox"/> YEAR
---	---	---

13. DATES OF PAYROLL PERIOD USED From: <u>12/1/05</u>	To: <u>12/31/05</u>
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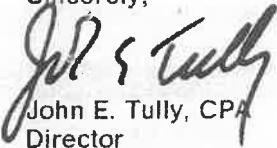
1. YES 2. NO

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. <input type="checkbox"/> DAY <input type="checkbox"/> YEAR
--	-----------	-------	--

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

Sincerely,



John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TRADE NAME:

PTR BALER AND COMPACTOR COMPANY

ADDRESS:

**2207 E ONTARIO ST
PHILADELPHIA PA 19134**

EFFECTIVE DATE:

07/01/04

SEQUENCE NUMBER:

1109214

ISSUANCE DATE:

12/08/04

John E. Tully
Director

FORM-BRC(08-01)

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

MORRIS COUNTY MUA

Affirmative Action Evidence

Attachment 7

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B ITEM 11. FOR INSTRUCTIONS ON COMPLETING THE FORM, GO TO: http://www.state.nj.us/tns/procurement/contract_compliance/pdf/aa302.pdf

SECTION A - COMPANY IDENTIFICATION

1 FED NO. OR SOCIAL SECURITY	2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3 TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
------------------------------	--	---

4 COMPANY NAME

5 STREET CITY COUNTY STATE ZIP CODE

6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7 CHECK ONE: IS THE COMPANY SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10 PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only DATE RECEIVED INAUG DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE				FEMALE				AMER	NON MIN
Officials/ Managers				BLACK	HISPANIC	AMER	ASIAN	NON MIN	BLACK	HISPANIC	AMER	ASIAN	NON MIN
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED
 1 Visual Survey 2 Employment Record 3 Other (Specify)

13 IS THIS THE FIRST
Employee Information
Report Submitted?

14 IF NO, DATE LAST
REPORT SUBMITTED
Mo Day Year

15 DATES OF PAYROLL PERIOD USED

From

To

1 YES 2 NO

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE Mo Day Year
---	-----------	-------	---------------------

17 ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE NO. EXTENSION)

MORRIS COUNTY MUA

State of New Jersey Business Registration Certificate



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

MORRIS COUNTY MUA

New Jersey Business Registration Certification

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

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

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Morris County Municipal Utilities Authority 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 Morris County Municipal Utilities Authority 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 Morris County Municipal Utilities Authority 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.

MORRIS COUNTY MUA

Affirmative Action Evidence

Sample Federal Letter of Approval

Attachment 5

U.S. Department of Labor

Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

MORRIS COUNTY MUA

Affirmative Action Evidence

Attachment # 6

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



MORRIS COUNTY MUA

Employee Information Report Instructions – Form AA302

If you have a current Certificate of Employee Information Report, please submit with your Bid Proposal.

For forms or more information: www.state.nj.us/treasury/contract_compliance

MORRIS COUNTY MUA

Bidder's Agreement to Provide Equipment and Vehicles

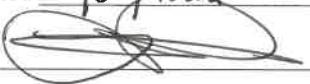
AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS

Komar Industries, LLC (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units (the "Contract"), that equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated to ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated

1/30/2021

By


Jessica Pettit

Title Northeast Regional Sales Manager - Hauler Division

MORRIS COUNTY MUA

Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles

THIRD PARTY EQUIPMENT AND VEHICLE OWNER'S ("OWNER") AGREEMENT TO PROVIDE BIDDER WITH EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT TO BIDDER FOR THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS

Northeast tech compaction (Owner) hereby agrees to provide and commit to
(Bidder), contingent upon the award of the Contract to Bidder for The
Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units (the "Contract"), that
equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in
the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated by Bidder to
ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term
of the Contract.

Dated 1/30/2026

Signed by:
By Peter Ammirati

Name Peter Ammirati

Title vp

MORRIS COUNTY MUA

Equipment and Vehicle Certification

Part 2

This is to certify that I, the undersigned, own or control the equipment and vehicles required and listed below, and definitely grant or will grant the Bidder named below the control of said equipment and vehicles during such time as may be required for that portion of the Work described in the Bid Documents for which said equipment and vehicles are necessary.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

1/30/2026

Date

Peter Ammirati

Name of Bidder

Signed by:
Peter Ammirati

Signature of Third Party Owner

1 water works rd old bridge nj 08857

Business Address of Above

MORRIS COUNTY MUA

Equipment and Vehicle Certification

List of Equipment and Vehicles

(Attachment to Equipment and Vehicle Certification)

VIN	LICENSE PLATE	DECAL #'S	MAKE	MODEL
1FTRF3B68KEG2952366	2952366	NTC	FORD	F350
2NKMHZ7X26M1846799	846799	NTC	KENWORTH	VAN

MORRIS COUNTY MUA

Americans with Disabilities Act of 1990

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. 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 thereto, are made a part of this contract. In providing any act 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 must 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.

MORRIS COUNTY MUA

Americans with Disabilities Act of 1990

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.

Business Name (Print): Komar Industries, LLC.

Representative's Name (Print): Jessica Pettit

Representative's Title: Northeast Regional Sales Manager - Hauler Division

Representative's Signature: 

Phone: 410-585-0054

Date: 1/30/2024

MORRIS COUNTY MUA

New Jersey Anti-Discrimination

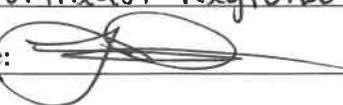
Pursuant to N.J.S.A. 10:2-1:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Business Name (Print): Komar Industries, LLC

Representative's Name (Print): Jessica Pettit

Representative's Title: Northeast Regional Sales Manager - Hauler Division

Representative's Signature: 

Phone: 610 - 585 - 0056

Date: 1/30/2021

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

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

Name of Organization: Komar Industries, LLC.

Organization Address: 2207 East Ontario Street - Philadelphia PA 19134

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	Address
MARK Koenig	4425 Marketing Place - Groverport OH 43125

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

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

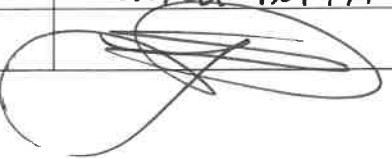
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 bidder/proposer; that the **Morris County Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Morris County Municipal Utilities Authority** to notify the **Morris County Municipal Utilities Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Morris County Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	JESSICA PITTM	Title:	Northeast Regional Sales Manager - Hauler Division
Signature:		Date:	1/30/2026

MORRIS COUNTY MUA

Corporate Acknowledgement

On this _____ day of _____ in the year 20_____, before me personally came
and appeared _____

to me known, who, being by me duly sworn, did depose and say, that he resides at

That he is the _____
(principle executive officer or duly authorized representative)

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the Board of Directors of said Corporation, and he signed his name thereto by like order.

(Seal)

Notary Public

County, State

2 | A

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Partnership or LLP

On this _____ day of _____ in the year 20____, before me personally came
and appeared _____
to me known, who, being by me duly sworn, did depose and say, that he is the:

(general partner or duly authorized representative) of the

firm of:

described in and which executed the foregoing instrument by and with the consent of all partners and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) _____ Notary Public

County, State

N/A

MORRIS COUNTY MUA

Acknowledgement of Contractor, if an Individual

On this _____ day of _____ in the year 20____, before me personally
came and appeared

to me known, who, being by me duly sworn, did depose and say, that he is the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

(Seal)

Notary Public

County, State

N | A

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

STATE OF Pennsylvania)
COUNTY OF Philadelphia) SS:
)

On this 30 day of January in the year 2026, before me personally came
and appeared Mike Honka - Michael Honka
to me known, who, being by me duly sworn, did depose and say, that he is the:

Controller of the
(Managing Member of LLC or duly authorized representative)

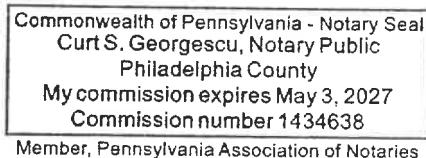
firm of: PTR Baler and Contractor Co.

described in and which executed the foregoing instrument by and with the consent of all partners and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Curt S. Georgescu
Notary Public

Philadelphia, Pennsylvania
County, State



MORRIS COUNTY MUA

Certified Copy of Resolution of Board of Directors

_____ (Name of Corporation)

RESOLVED that _____, _____
(Person Authorized to Sign) (Title)
of _____ be authorized to sign and submit the Bid of this
(Name of Corporation)

Corporation for the following project:

*Bid #2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained
Compacting Units*

The foregoing is a true and correct copy of the Resolution adopted by
_____ at a meeting of its Board of Directors
held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

This form must be completed if the Bidder is a Corporation.

N/A

MORRIS COUNTY MUA

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials 

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am Jessica Pittit
of the firm of Komar Industries, LLC.

the Respondent making this Proposal for the bid or proposal for the above named project, 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 this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative:

Subscribed and sworn to before me this 30 day of January, 20 26

Print Name of Affiant: Curt S. Georgescu

Notary Public of Pennsylvania

My commission expires 5/3/2027

Commonwealth of Pennsylvania - Notary Seal
Curt S. Georgescu, Notary Public
Philadelphia County
My commission expires May 3, 2027
Commission number 1434638
Member, Pennsylvania Association of Notaries

MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I, Komar Industries, LLC of the City/Town of
Philadelphia, in the County of Philadelphia
and the State of Pennsylvania, of full age, being duly sworn according to law on my
oath depose and say that:

I am Jessica Pettit
(Name) , a Northeast Regional Sales Manager -
Hamlev Division
(Title, Position, etc.)
Hamlev Industries, LLC. , the Bidder
(Name of Firm, Company or Corporation)

making the Bid for the Morris County Municipal Utilities Authority (MCMUA) and that I executed the said Bid with full authority so to do; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders and Department of Labor's Workplace Accountability in Labor List ; and all statements contained in said Bid and in this affidavit are true and correct and made with the full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Bid and in the Statements contained in this affidavit in awarding Contract for said project.

The undersigned further warrants that should the name of the firm, company or corporation making this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders and Department of Labor's Workplace Accountability in Labor List at any time prior to, and during the life of the Contract, including the Guarantee Period, that the Morris County Municipal Utilities Authority (MCMUA) shall be immediately so notified by the signatory to this Eligibility Affidavit.

The undersigned understands that the firm, company or corporation making the Bid as a CONTRACTOR is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the CONTRACTOR, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Seal if Corporation)

(Signature of Bidder)

Jessica Pettit Northeast Regional Sales Manager-
(Printed or Typed Name & Title of Bidder) Hawker Division
8207 East Ontario Street Philadelphia PA 19134
(Address of Bidder)

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work	N/A	N/A
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and all Kindred Work	N/A	N/A
Electrical Work	N/A	N/A
Structural Steel and Ornamental Iron Work	N/A	N/A

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the in the Bid being deemed nonresponsive.

MORRIS COUNTY MUA

Bid Security Statement

This Bid is accompanied by bid security either in the form of a certified check on the

PNC Bank of PHILADELPHIA, PA
in the amount of \$ 10,766.80

Dollars or a Bid Bond in the amount of _____

Dollars guaranteed by the undersigned as Bidder and —

as Surety. This Bid is also accompanied by a Consent of Surety for Performance and Payment Bond in accordance with the conditions in the Bid Documents.

The Bidder hereby agrees that if this Bid shall be accepted by the MCMUA and the Bidder fails to execute and deliver the Contract and Contract bonds in accordance with the terms of this Bid and the requirements of the foregoing Information for Bidders and Requirements of Bid, then the Bidder shall be deemed to have abandoned the Contract and forfeited the bid security and there-upon the Bid and its acceptance shall be null and void.

KOMAR INDUSTRIES
(Name of Firm or Individual)

Michael Komar
(Signature)

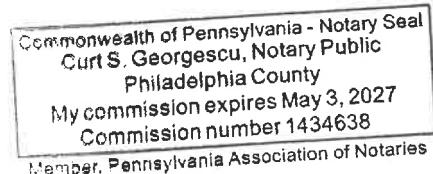
Senior Controller
(Title)

01/30/2026
(Date)

Subscribed and sworn to before me this

30 day of January, 20 26
Curt S. Georgescu
Notary Public of Pennsylvania

My Commission expires 5/3/2027, 20 _____



MORRIS COUNTY MUA

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)



Signature of Vendor's Authorized Representative

Jessica Pettit Northeast Regional Sales Manager
Print Name and Title of Vendor's Authorized Representative

Kumar Industries, LLC.

Vendor's Name

2207 East Ontario Street

Vendor's Address (Street Address)

Philadelphia PA 19134

Vendor's Address (City/State/Zip Code)

1/30/2024

Date

87-1303773

Vendor's FEIN

215-533-5100

Vendor's Phone Number

N/A

Vendor's Fax Number

J.Pettit@ptrcg.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

MORRIS COUNTY MUA

Disclosure of Investment Activities in Iran

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Offeror: Komar Industries, LLC.

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror 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 Town/ Township/ Borough/Government Agency 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 MCMUA to notify the MCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Morris County Municipal Utilities Authority, New Jersey and that the MCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jessica Pettit Signature: 

Title: Northeast Regional Sales Manager - Hauler Division Date: 01/30/2024

W-9

Form (Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

KHOR BUYER

2 Business name/disregarded entity name, if different from above.

PTR BALER AND COMPACTOR COMPANY LLC

Print or type.
See Specific Instructions on page 3.

<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C</p> <p><i>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</i></p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;">(Applies to accounts maintained outside the United States.)</p>
<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	
<p>5 Address (number, street, and apt. or suite no.). See instructions. 2207 E. ONTARIO STREET</p>	
<p>6 City, state, and ZIP code PHILADELPHIA, PA 19134</p>	
<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

<p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>			-			<p>or</p> <p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">3</td> </tr> </table>	8	7	-	1	3	0	3	7	7	3
		-														
8	7	-	1	3	0	3	7	7	3							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** *Michael Honka*

Date *03-14-2025*

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
 See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) PTR BALER AND COMPACTOR COMPANY LLC	2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small>
5 Address (number, street, and apt. or suite no.). See instructions. 2207 E. ONTARIO STREET	Requester's name and address (optional)	
6 City, state, and ZIP code PHILADELPHIA, PA 19134		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or									
Employer identification number									
2	0	-	1	2	8	4	6	8	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	<i>Michael Honka</i>	Date	<i>324-25</i>
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MORRIS COUNTY MUA

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____, Hereinafter called the Principal, as Principal, and the _____ of _____ a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety are held and firmly bound unto _____ hereinafter called the Obligee, in the sum of _____ Dollars, (\$_____) for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give bond or bonds as may be specified in the Bid Documents with good and sufficient surety for the faithful performance of such Contract and the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20 _____. In the presence of:

_____ (SEAL)
(Principal)

_____ (Witness)

_____ (Title)

_____ (SEAL)
(Surety)

_____ (Witness)

_____ (Title)

N/A

MORRIS COUNTY MUA

Performance & Payment Bond

BOND NUMBER _____

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

That we, the undersigned, _____

as Principal, and _____, a corporation of the State of _____ and authorized to do business in the State of New Jersey, as Surety, are hereby held and firmly bound unto

as Obligee, in the penal sum of _____ dollars \$ _____ (equal to the annual value of the Contract as set forth in the Notice to Proceed) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 20____, enter a contract with _____, which contract is made part of this bond the same as though set forth herein:

N | A

MORRIS COUNTY MUA

Performance & Payment Bond

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond is given in compliance of the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A: 44-147, both inclusive and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____
day of _____, 20 _____.

_____ (SEAL)

_____ (SEAL)
(*Surety*)

_____ (Attorney-in-fact)

NPA

MORRIS COUNTY MUA

Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

By _____
Surety Company
Attorney-in-Fact

Attest:

N/A

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year 20____ before me personally came

to me known, who being by me duly sworn, did depose
and say, that he resides in _____,
that he is the _____ of _____,
the Corporation described in and which executed the foregoing instrument; that he knows the seal of said
Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed
by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

CONTRACTOR ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

N/A

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

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

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20__ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

- (4) The amount of the bond to which this statement and certification is attached is
\$_____.

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

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

N/A

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

_____ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each re-insure listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE
(to be completed by an authorized certifying agent
for each surety on the bond)

I _____, as _____ for
(Name of Agent) (Title of Agent)

_____ a corporation/mutual insurance company/other (indicating
(Name of Surety)
type of business organization) (circle one) domiciled in _____, DO
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true
and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

(Signature of Certifying Agent)

(Printed Name of Certifying Agent)

N/A

(Title of Certifying Agent)

MORRIS COUNTY MUA

W-9

(ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ³
	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**AGREEMENT BETWEEN THE
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY
AND
(CONTRACTOR)
FOR THE DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES**

NOW, THEREFORE, Owner and Contractor for valuable consideration hereby agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents consist of the following: (1) Bid specifications for **BID #2026-SW01 THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS** (2) **(INSERT CONTRACTOR NAME) Bid Submission**, (3) this Agreement, (4) Certificate of Insurance, and (5) other documents as referenced within this Agreement or the foregoing documents are included in this Agreement.

ARTICLE 2. ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement between Owner and Contractor and shall be interpreted together when the terms of this Contract and the Agreement between the parties is being construed. No other agreements, oral or written, pertaining to the Goods and/or Services to be performed under this Contract exists between the parties. This Contract may only be altered, amended or repealed as stipulated in the Contract Documents.

ARTICLE 3. THE GOODS AND/OR SERVICES

The phrase "Goods and/or Services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a contracting agent, including goods and property subject to N.J.S.A. 12A-20191 et seq.

The Contractor shall provide the Goods and/or Services as set forth in the Contract Documents.

The Goods and/or Services to be provided is **THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS** as set forth in the Contract Documents and the Bid submitted by Contractor. The elements of the Work are described in detail in the Bid Specifications for **THE DELIVERY, FURNISHING AND INSTALLATION OF THREE (3) SELF CONTAINED COMPACTING UNITS**.

ARTICLE 4. THE WORK SITE

The Goods and/or Services to be provided shall occur on Owner's property referenced in the Contract Documents at the "Site".

ARTICLE 5. CONTRACT TIME AND TIME OF COMPLETION

For purposes of this paragraph the word "Services" means the goods to be delivered and/or the services to be provided. Specific time periods and/or specific dates for the performance of CONTRACTOR's Services are set forth in Exhibit A. If, through no fault of CONTRACTOR, such periods of time or dates are changed, or the orderly and continuous progress of CONTRACTOR's Services is impaired, or CONTRACTOR's Services are delayed or suspended, then the time for completion of CONTRACTOR's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, subject to approval by the Owner. If the Owner authorizes changes in the scope, extent, or character of the Services, then the time for completion of CONTRACTOR's Services, and the rates and amounts of CONTRACTOR's compensation, shall be adjusted equitably, subject to approval by the Owner. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONTRACTOR's performance of its Services.

ARTICLE 6. CONTRACT PRICE

The maximum amount of this Agreement shall not exceed [INSERT BID PRICE IN WORDS] Dollars (\$ [REDACTED]), without further authorization from Owner. This total amount represents the Bid price submitted by (INSERT CONTRACTOR) for the performance of the Goods and/or Services. In the event that this Agreement is extended, in the sole discretion of the Owner, for an additional period of twelve months, the same shall be subject to sufficient funding being available therefore.

ARTICLE 7. PAYMENT

Itemized invoices for Goods and/or Services rendered shall be submitted by the Contractor and shall include an itemization of disbursements, costs and expenses) accrued in connection with the Goods and/or Services. The Owner shall pay the CONTRACTOR for Goods and/or Services performed in connection herewith, in accordance with this Agreement and shall not exceed the total amount set forth in Resolution No. (INSERT), attached hereto as Exhibit B, for the completion of the Goods and/or Services as set forth in Exhibit A to this Agreement, without separate and further authorization from the MCMUA Board. The CONTRACTOR shall submit monthly invoices for services rendered. The Owner shall make payments within forty-five (45) days after receipt of each such invoice, subject to a quorum of the MCMUA Board. Invoices must be received at least fourteen (14) calendar days prior to the published dates of any MCMUA Meetings in order for payment to be made within forty-five (45) days.

In the event of a disputed or contested billing, the Owner shall withhold only that portion so contested and the Owner shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

Late payments shall accrue no interest. Final payment to the Contractor shall be made only upon satisfactory completion of all of the Goods and/or Services, including the submittal of all necessary and appropriate documentation required by the Owner.

ARTICLE 8. OWNER'S RESPONSIBILITIES

Owner shall:

- 8.1 Pay the CONTRACTOR in accordance with the terms of this Agreement.
- 8.2 Designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by the CONTRACTOR under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to the CONTRACTOR's services for the Goods and/or Services.
- 8.3 Give prompt written notice to the CONTRACTOR whenever the Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the CONTRACTOR's Services or any relevant, material defect or nonconformance in the CONTRACTOR's Services. Failure to provide such notice, however, shall not relieve the CONTRACTOR of its obligations pursuant to this Agreement.

ARTICLE 9. IMDEMIFICATION

- 9.1 The CONTRACTOR shall, at all times, indemnify and keep indemnified the Owner, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which the Owner, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of the CONTRACTORs, its agents, employees, successors or assigns, arising out of the CONTRACTOR's performance under this Agreement, and will pay over, reimburse and make good the Owner, all money, including, but not limited to, court costs and reasonable attorney's fees, which the Owner, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the CONTRACTOR, its agents, employees, successors or assigns, arising out of the CONTRACTOR's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.
- 9.2 The failure of the CONTRACTOR to obtain, maintain, or pay for any insurance coverage as

will insure the provisions of this Agreement and/or the failure of the CONTRACTOR's insurance carrier to provide insurance coverage shall not relieve the CONTRACTOR of its indemnification obligations.

ARTICLE 10. INSURANCE

10.1 The CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

10.2 CONTRACTOR shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement whether such operations be by the CONTRACTOR or by any sub consultant or by anyone directly or indirectly employed by the CONTRACTOR, or by anyone for whose acts the ENGNIEER may be liable:

- (a) Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the Goods and/or Services to be performed no less than the statutory limits for the State of New Jersey;
- (b) Claims for damages because of bodily injury, or death of any person other than its employees and CONTRACTOR's Comprehensive General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

Comprehensive General Liability Bodily Injury and Property Damage
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate (Complete Operations)

- (c) Auto Liability Combined Single Limit \$1,000,000

10.4 All of the foregoing policies (except Workers' Compensation Insurance policies) shall contain a provision naming the Owner, its board members, employees, officers, and consultants as additional insureds on such policies. The CONTRACTOR waives all rights of subrogation against the Owner and all parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds. All of the foregoing policies shall contain a provision stating that coverage afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the Owner. Certificates of Insurance and copies of the all the foregoing insurance policies shall be provided to Owner prior to commencement of the Goods and/or Services to be provided.

10.5 All deductible amounts shall be the responsibility of the CONTRACTOR. The insurance amount contained herein shall not be construed as a limitation of the liability of the

CONTRACTOR or its consultants, agents, employees or representatives, which shall be determined in accordance with applicable law.

ARTICLE 11. TERMINATION

The Owner may terminate this Agreement upon not less than seven (7) days written notice to the Contractor for the Owner's convenience and without cause. In the event of such termination by Owner, the Contractor shall be compensated for the Goods and/or Services completed prior to the termination.

ARTICLE 12. GENERAL CONDITIONS

12.1 Standard of Care

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar conditions at the same time and in the same locality.

12.2 Compliance with Laws and Regulations, and Policies and Procedures

The CONTRACTOR and the Owner shall comply with applicable Laws and Regulations.

12.3 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of New Jersey.

12.4 Successors and Assigns

12.4.1 Owner and CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and CONTRACTOR (and to the extent permitted by paragraph 8.7.2 the assigns of Owner and CONTRACTOR) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

12.4.2 Neither Owner nor CONTRACTOR may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.5 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier

service. All notices shall be effective upon the date of receipt.

12.6 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.7 Risk of Loss

The CONTRACTOR shall be responsible for risk of loss of any tools, equipment, and materials located at the Site. No claims for loss or damage will be accepted by Owner and no reimbursement shall be made to Contractor by Owner for any such losses. Contractor is encouraged to maintain insurance to cover any such losses.

12.8 Nondiscrimination and Affirmative Action

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

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

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

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

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

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

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

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

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

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

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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The CONTRACTOR and its subcontractors shall furnish such reports or other documents to the Division of 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.

12.9 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

CONTRACTOR:

Larry Gindoff
Executive Director
Date:

Name:
Title:
Date:

Address for giving notices:
MCMUA
370 Richard Mine Road
Wharton, NJ 07885

Address for giving notices:

REDACTED

Agreement.

12.10 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

12.11 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the Goods and/or Services to be provided; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 13 - EXHIBITS AND SPECIAL PROVISIONS

This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A – Bid Specification
Exhibit B – Resolution Awarding Contract
Exhibit C – Bid from CONTRACTOR



Addendum and Submission of Written Questions and Answers Regarding Bid Package For

BID #2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units

Bid Dated January 2026

Contents

Addendum: Changes to the Bid Document

- Notice to Bidders of Addendum #1

Exhibit A: Written Questions and Answers Regarding the Bid Document.

Exhibit B: Revision to the Technical Specifications

Exhibit C: Revision to the Price Proposal Table

Authority Members

Mr. Christopher Dour, ***Chair***

Ms. Maria Farris, ***Vice Chair***

Mr. James Barry

Mr. Frank J. Druetzler

Dr. Dorothea Kominos

Dr. Arthur Nusbaum

Mr. Larry Ragonese

Mr. Ron Smith

Ms. Laura Szwak

MCMUA Executive Director

Mr. Larry Gindoff

Counsel

Maraziti Falcon LLP

Notice To Bidders

Addendum #1

Morris County Municipal Utilities Authority
Morris County, New Jersey

Addendum To Bid Package For:

BID #2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units

On January 13, 2026, the Morris County Municipal Utilities Authority (the “Authority” or “MCMUA”) published a Notice to Bidders requesting bids for “The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units.”

Pursuant to the Information for Bidders and Requirements of Bid contained in the Bid Documents, all those who received Bid Packages were permitted to submit written questions to the MCMUA regarding the Bid Documents by January 20, 2026. The Authority has prepared Addendum #1 in response to written questions received by the Authority, and to clarify certain terms and conditions of the Requests for Bid. Addendum #1 includes:

- Written Questions and Answers Regarding the Bid Document.
- Revision to the Technical Specifications
- Revision to the Price Proposal Table

Addendum #1 is being sent via email to all prospective bidders that have previously received a bid package from the Authority. Copies of Addendum #1 may also be obtained by contacting the Authority in writing to Somara@co.morris.nj.us.

ADDENDUM NO. 1 MUST BE ACKNOWLEDGED ON THE ACKNOWLEDGMENT OF RECEIPT OF BID ADDENDUM DOCUMENTS FORM AND SAID FORM ACKNOWLEDGING RECEIPT OF THIS ADDENDUM MUST BE INCLUDED WITH THE BID SUBMISSION AT THE TIME OF RECEIPT OF BIDS

MCMUA
370 Richard Mine Rd.
Wharton, NJ 07885

Exhibit A: Written Questions and Answers Regarding the Bid Document

1. **Question-** Page 9 Section II BID SECURITY I CONTRACT SECURITY: Bid Guarantee: Does the "X" indicate this provision is applicable to this bid?

Answer- Pg. 9 Section II – Bid Security/Contract Security: Bullet 1, "The following provisions if indicated should be applicable to this bid and be made a part of the bidding documents." The "X" indicates when applicable.

2. **Question-** If YES, this bond percentage widely exceeds the industry standard for this size of project. We respectfully request that this Bond be eliminated.

Answer- Pg. 9 Section II – Bid Security/Contract Security: Bid Guarantee Bidder should 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 Morris County Municipal Utilities Authority ("MCMUA"). When submitting a Bid Bond, it should 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 Morris County Municipal Utilities Authority ("MCMUA"). The bond will not be eliminated.

3. **Question-** Page 9 Section II BID SECURITY I CONTRACT SECURITY: Consent of Surety: Does the "X" indicate this provision is applicable to this bid?

- a. If YES, we respectfully request that this surety be eliminated.

Answer- Pg. 9 Section II – Bid Security/Contract Security: Bullet 1, "The following provisions if indicated should be applicable to this bid and be made a part of the bidding documents." The "X" indicates when applicable. The surety will not be eliminated.

4. **Question-** Page 9 Section II BID SECURITY I CONTRACT SECURITY: Performance and Payment Bond: Does the "X" indicate this provision is applicable to this bid

- a. If YES, we respectfully request that this Bond be eliminated.

Answer- Pg. 9 Section II – Bid Security/Contract Security: "The following provisions if indicated should be applicable to this bid and be made a part of the bidding documents." The "X" indicates when applicable. The bond will not be eliminated.

5. **Question-** Can bidders conduct a site survey intended installation location? This is generally required to confirm installation is possible and identify any site concerns.

- a. If not, can detailed photos of the installation location be provided?

Answer- Yes, upon request.

6. **Question-** Will Electric Service Disconnects be installed in the compactor location prior to installation?
 - a. Electric Service is generally the responsibility of the property owner.

Answer- Using existing disconnects.

7. **Question-** Please confirm what 3-phase 60HZ electrical voltage will be used: 208, 230, 460?

Answer- Yes, 3-phase.

8. **Question-** Please confirm compactor type:
 - a. Technical Specifications Pg 16 states: "Self Contained Compactor"
 - b. Price Proposal Table Pg 18 states: "Stationary Compactor Receiver Container"

Answer- Self, typo error Should read self-contained

9. **Question-** Would the County consider extending the bid due date to allow more time for securing bonds if needed and more time to work out the most advantageous bid submittal for the County?

Answer- No, the MCMUA does not intend on extending the Bid due date.

MORRIS COUNTY MUA

Technical Specifications

Intent

The purpose of this bid package for The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units.

The MCMUA reserves the right to order components either together or separately.

Model Information Required

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent".

Use of other Names and References

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

Quality

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced promptly at no cost to the Morris County Municipal Utilities Authority upon due notice of deficiency.

Compliance to Minimum Bid Requirements – Equivalent Proposals

It is the intent of these specifications to describe and govern the purchase of The (3) Self Contained Compacting Units with any and/or all accessories as noted in herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. If a bidder is basing their proposal on equipment other than what is specified in these bid documents and requests the equipment proposed be considered as an "approved equal" bidder shall submit on a separate sheet, in the exact format of the technical specifications herein, an item by item description of the proposed substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

MORRIS COUNTY MUA

Technical Specifications

Inability to Perform

In the event that during the term of the contract, if any vendor is unable to provide goods and/or services in accordance with the contract, the MCMUA reserves the right to obtain the goods and/or services from an alternate vendor.

Contractor Obligations

- a. Contractor shall submit shop drawing with manufacturer's information to Owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights and sample warranty.
- b. Contractor shall be responsible for installation and testing equipment for proper operation. Installation shall include anchoring to existing concrete pad. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
- c. Contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.
- d. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon unit delivery.

Delivery

Delivery/installation time, date and location shall be provided at the time the order is placed.

Materials

Dollar amounts are shown in the proposal page for bid purposes only.

Contract period

The duration of the Contract, Contract period, shall begin upon full execution of the agreement and shall end on February 10, 2027. The pricing provided in this Bid shall be valid for any orders placed by the MCMUA through February 10, 2027. Notwithstanding the foregoing, the MCMUA may terminate this Agreement for any reason upon seven (7) days written notice to the Contractor.

Warranty

- (1) One year from date of installation on all parts and labor

Site

Morris View, 540 West Hanover Ave. Morristown, NJ 07960

MORRIS COUNTY MUA

Technical Specifications

- Dietary Side of Facility (2 Units)
- Dock Side of Facility (1 Unit)

SELF CONTAINED COMPACTOR

General Specifications of Equipment

1. Number of units: (3) three
2. Heavy duty, manufacturer is rating of approximately 1.3 cubic yards. 2 Compactors shall be PT300 or equivalent, 1 Compactor shall be PT250 or equivalent
3. Charge box minimum opening approximately: 41 inches long by 60 inches wide
4. (1) Compactor - Maximum length: Dock Side 246 inches
5. (2) Compactors - Maximum length: Dietary Side 255 inches
6. Maximum width: 100 inches
7. Compactor to be totally UL listed for outside use (Furnish UL Number)
8. Paint, standard manufacturer process, standard color (Green)
9. Must be in compliance with ANSI-Z245.2 and all OSHA standards
10. Compactor to include all manufacturer's standard equipment
11. Manufacturer's plate bearing serial number and date of manufacturer
12. Provide advance fullness warning light at 80%

Performance Characteristics of Equipment

1. Cycle time of approximately 30 seconds
2. Total normal force: approximately 42,700 pounds
3. Total maximum force: approximately 49,250 pounds
4. Minimum normal ram face pressure: approximately 28 PSI
5. Minimum ram penetration: approximately 6 inches

Electrical Characteristics of Equipment

1. Motor: 10HP 3/60/230/460 VAC
2. Control voltage 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20' of Sealtite
4. Multi-cycle timer (2 times)

Hydraulic Characteristics of Equipment

1. Hydraulic pump minimum: approximately 10.5 GPM
2. Maximum normal pressure: 2,000 PSI
3. Maximum pressure: 2,300 PSI
4. Hydraulic cylinder bore: two 4" diameter with 2.5 inch diameter rod
5. Hydraulic oil reservoir: minimum 30 gallons
6. Pressure gauge, remote on 20 feet of hydraulic hose

MORRIS COUNTY MUA

Technical Specifications

7. Internal pan heater for hydraulic fluids.

Characteristics of Equipment

1. Ram face plate minimum: 3/8 -inch steel plate
2. Body sides: 1/4-inch steel plate
3. Charge box side liner: 1/4 inch steel plate
4. Floor body minimum: 1/4 inch steel plate
5. Top ram plate: 3/8 inch steel plate
6. Bottom of ram: 3/8 inch steel plate
7. Guide rails must be constructed of wear resistant materials and surfaces subjected to wear must be easily replaceable

HOPPER

General Specifications of Equipment

1. Number of units: (3) three
 - a. Dietary Side: 2 Units – Extended Rear Doghouse with Dual Doors
 - b. Dock Side: 1 Unit – Mailbox RT Side Load
2. Contractor must submit scaled drawings of the proposed hopper for review prior to manufacture of the unit

Paint primer inside and outside 2.0 mils, industrial enamel finish to 2.0 mils

MORRIS COUNTY MUA

Price Proposal Table

PROPOSAL TO:

Morris County Municipal Utilities Authority

PROPOSAL FOR:

Bid #2026-SW01 The Delivery, Furnishing and Installation of Three (3) Self Contained Compacting Units

Self Contained Compactor Receiver Container

30 Yard Self Contained Compacting Units with
Rear Doghouse with Cellar Doors 2 \$ _____

25 Yard Contained Compacting Unit with
Side (Left) Doghouse Door 1 \$ _____



PTR COMPACTOR QUOTE



CUSTOMER INFORMATION

Prepared By	Email Address	Phone Number	Quote #	Date	Expires
Jessica Pettit	jpettit@ptrco.com	610-585-0056 (Cell)	3950	10/22/2025	12/21/2025
Prepared For	Email Address	Phone Number	Customer #		
Shana O'Mara	SOmara@co.morris.nj.us		Internal #		
Billing Name	Morris County	Ship To Name	Morris View Nursing Home	Engineering Required	
Billing Address	370 Richard Mine Road	Ship To Address	540 West Hanover Ave		
Billing City	Wharton	Ship to City	Morristown	Purchasing Required	
Billing State, Zipcode	NJ 07885	Ship to State and Zip	NJ 07960		
Purchase Order #	BID #2026-SW01	Purchase Order #			

COMPACTOR DESCRIPTION

Color	GREEN	Physical Dimensions	296-1/2" x 101-1/2"	Motor HP	10HP	
Power Unit	Style A	Charge Box	41" x 60"	Cycle Time (Average)	31 Seconds	
Voltage	230V	Cylinders Info	(2) 4" Cylinders	Deck Height	TBD	

COMPACTOR MODEL

Qty	Model	Description	List Price	Discounted Rate	Total
2	PT-350	35YD Self Contained Compactor	\$ 35,185.00	\$ 26,389.00	\$ 52,778.00

Estimate Lead Time:

COMPACTOR FEATURES

MANUFACTURED IN THE USA	USER FRIENDLY CONTROL PANEL	HYDRAULIC POWER UNIT	USER FRIENDLY CONTROL PANEL
AWS Welded Construction Quality Controlled Inspections UL & ETL Approved	Pendant w/ Start & Reverse Emergency Stop Button Keyed On/Off Switch	Filled Hydraulic Tank Standard Hydraulic Fluid Site Gauge 3-Phase 208V/230V/480V	10' Hydraulic Hose 24 Hour / 7 Day Week Service 100% Full & Pressure Gauge

COMPACTOR OPTIONS

Quantity	Item Number	Descriptions	List Price	Discounted Rate	Total
2	740128-A	Doghouse extended 6" Past Rear with Double Doors & Interlock Switch	\$ 3,278.00	\$ 2,459.00	\$ 4,918.00
2	740096-A	Oil Heater (230V)	\$ 650.00	\$ 488.00	\$ 976.00
2	740003	80% Fullness Light	\$ 288.00	\$ 216.00	\$ 432.00
2	740075-10	10' Guide Island with Stops	\$ 1,044.00	\$ 783.00	\$ 1,566.00
1	740042	Hard Piping Across Wall & Extra set of hoses (Left Unit Only Needed)	\$ 1,750.00	\$ 1,313.00	\$ 1,313.00
		Multicycle Timer set for (2) Cycles			\$ -
					\$ -
					\$ -
					\$ -
					\$ -

FINAL PRICING SUBJECT TO CHANGE PENDING SITE SURVEY

New Unit	YES
Replacement Unit	NO
Removal Required	NO
Charge Tax	NO

Machine Total	\$ 52,778.00
Options Total	\$ 9,205.00
Freight Total	\$ 800.00
Install Total	\$ 8,000.00
Removal	N/A
Sub-Total	\$ 70,783.00
State Sales Tax	\$ -
TOTAL USD:	\$ 70,783.00

Customer Signature: _____ Date: _____

60 Month Rental Number: _____

Printed Name: _____ Title: _____



PTR COMPACTOR QUOTE



CUSTOMER INFORMATION

Prepared By	Email Address	Phone Number	Quote #	Date	Expires
Jessica Pettit	jpettit@ptrco.com	610-585-0056 (Cell)	3951	10/22/2025	12/21/2025
Prepared For	Email Address	Phone Number	Customer #		
Shana O'Mara	SOmara@co.morris.nj.us		Internal #		
Billing Name	Morris County		Ship To Name	Morris View Nursing Home	
Billing Address	370 Richard Mine Road		Ship To Address	540 West Hanover Ave	
Billing City	Wharton		Ship To City	Morristown	
Billing State, Zipcode	NJ	07885	Ship to State and Zip	NJ	07960
Purchase Order #	BID #2026-SW01		Purchase Order #		

COMPACTOR DESCRIPTION

Color	GREEN	Physical Dimensions	235" x 101-1/2"	Motor HP	10HP	
Power Unit	Style A	Charge Box	41" x 60"	Cycle Time (Average)	31 Seconds	
Voltage	230V	Cylinders Info	(2) 4" Cylinders	Deck Height	TBD	

COMPACTOR MODEL

Qty	Model	Description	List Price	Discounted Rate	Total
1	PT-250	25YD Self Contained Compactor	\$ 34,476.00	\$ 25,857.00	\$ 25,857.00
Estimate Lead Time:					

COMPACTOR FEATURES

MANUFACTURED IN THE USA	USER FRIENDLY CONTROL PANEL	HYDRAULIC POWER UNIT	USER FRIENDLY CONTROL PANEL
AWS Welded Construction Quality Controlled Inspections UL & ETL Approved	Pendant w/ Start & Reverse Emergency Stop Button Keyed On/Off Switch	Filled Hydraulic Tank Standard Hydraulic Fluid Site Gauge 3-Phase 208V/230V/480V	10' Hydraulic Hose 24 Hour / 7 Day Week Service 100% Full & Pressure Gauge

COMPACTOR OPTIONS

Quantity	Item Number	Descriptions	List Price	Discounted Rate	Total
1	7400242	Mailbox Style Door Extended to a total of 75-1/2" Wide	\$ 3,829.00	\$ 2,872.00	\$ 2,872.00
1	740096-B	Oil Heater (460V)	\$ 725.00	\$ 544.00	\$ 544.00
1	740003	80% Fullness Light	\$ 288.00	\$ 216.00	\$ 216.00
1	740075-10	10' Guide Island with Stops	\$ 1,044.00	\$ 783.00	\$ 783.00
1	740042	Hard Piping Across Wall & Extra set of hoses (Left Unit Only Needed)	\$ 1,750.00	\$ 1,313.00	\$ 1,313.00
		Multicycle Timer set for 2 cycles			\$ -
					\$ -
					\$ -
					\$ -
					\$ -

FINAL PRICING SUBJECT TO CHANGE PENDING SITE SURVEY

New Unit	YES
Replacement Unit	NO
Removal Required	NO
Charge Tax	NO

Machine Total	\$ 25,857.00
Options Total	\$ 5,728.00
Freight Total	\$ 800.00
Install Total	\$ 4,500.00
Removal	N/A
Sub-Total	\$ 36,885.00
State Sales Tax	\$ -
TOTAL USD:	\$36,885.00

Customer Signature: _____ Date: _____

60 Month Rental Number: _____

Printed Name: _____ Title: _____