

**MUNICIPALITY OF PRINCETON
COUNTY OF MERCER
STATE OF NEW JERSEY**

Notice of Intent to Award Contracts under a National Cooperative Purchasing Agreement

Notice is hereby given that the Municipality of Princeton in the County of Mercer, State of New Jersey (“Princeton”), intends to participate in the National Joint Powers Alliance® (“NJPA”) Contract for “Sewer Cleaning and Hydro Excavating Equipment, , Contract #022014-SCA,” and pursuant thereto, purchase from one of its vendors, Sewer Equipment Company of America (through Jet Vac Equipment, LLC, Rockaway, New Jersey) goods and service in connection with the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton.

Beginning Friday, January 12, 2018, information regarding the NJPA Cooperative Purchasing Agreement and proposed Goods and Services Agreement between Sewer Equipment Company of America and Princeton may be reviewed at the Princeton Clerk’s Office during regular business hours, on Princeton’s website at <http://www.princetonnj.gov/> and on the NJPA website at:

<https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/public-utility-airport-equipment/022014-sca/>

The NJPA contract term with Sewer Equipment Company of America is from March 18, 2014 to March 18, 2018.

It is Princeton’s intent to award a contract to Sewer Equipment Company of America for the foregoing goods.

Princeton is permitted to join national cooperative purchasing agreements and award contracts to vendors pursuant thereto under the authority of N.J.S.A. 52:34-6.2b.(3) and LFN 2012-10.

Any comments must be in writing and received by the Princeton Clerk’s Office, 400 Witherspoon Street, Princeton NJ 08540, no later than 4:00 p.m. on February 2, 2018.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SEWER EQUIPMENT COMPANY OF AMERICA (THROUGH JET VAC EQUIPMENT, LLC) VIA THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT FOR “SEWER CLEANING AND HYDRO EXCAVATING EQUIPMENT (CONTRACT #022014-SCA)” FOR A 900-ECO TRUCK MOUNTED COMBINATION SEWER CLEANER FOR USE BY THE MUNICIPALITY OF PRINCETON IN THE AMOUNT OF \$360,597.75

WHEREAS, the Department of Infrastructure and Operations (“Department”) recommends that the Municipality of Princeton (“Princeton”) procure the following new / unused equipment for use by the Municipality of Princeton:

- 900-ECO Truck Mounted Combination Sewer Cleaner in the amount of \$360,597.75, Quote dated November 29, 2017; and

WHEREAS, the Department has researched vendors that would achieve the Department’s goals and determined that the sought-after equipment may be procured through a nationally-recognized and accepted cooperative purchasing contract in effect until March 18, 2018 between National Joint Powers Alliance (“NJPA”) and Sewer Equipment Company of America; and

WHEREAS, Princeton is a member of the NJPA (Princeton Member ID # - 28187); and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, a New Jersey municipality may purchase goods and services without public bidding under the Local PUBLIC Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state; and

WHEREAS, NJPA is a regional organization of governmental units operating under the laws of the State of Minnesota and is itself a government corporation and agency pursuant to the laws of Minnesota; and

WHEREAS, the subject cooperative purchasing contract was awarded by NJPA to Sewer Equipment Company of America utilizing a competitive contracting process; and

WHEREAS, also pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, prior to making purchases under nationally-recognized and accepted cooperative purchasing contracts, the municipality must determine that the use of the cooperative purchasing contract shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

WHEREAS, the Department has determined that Princeton's use of the NJPA cooperative purchasing contract to procure the sought-after new / unused equipment will result in cost savings to Princeton; and

WHEREAS, consistent with the NJPA cooperative purchasing contract and needs of Princeton, National Auto Fleet Group has submitted a specific proposal to provide the above stated equipment for use by the Municipality of Princeton within 270 days of execution of purchase order for same, for the sum of \$360,597.75; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds in the total amount of \$360,597.75 are available for this purchase as follows:

- 900-ECO Truck Mounted Combination Sewer Cleaner
 - For use by the Princeton Sewer Operating Committee (PSOC)
 - In the amount of \$360,597.75
 - Capital Accounts:
 - 04-215-17-031-089-312 (Ordinance 2017-31 Sewer Trust – International 7400 Jet Vac Truck \$340,000.00 available)

- 04-215-17-031-089-307 (Ordinance 2017-13 Sewer Trust – I / I Equipment Upgrades \$40,000.00 available).

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The foregoing “Whereas” clauses are hereby incorporated as if fully restated.
2. A contract for the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton in the amount of \$360,597.75 is hereby awarded to Sewer Equipment Company of America (through Jet Vac Equipment, LLC) without public bidding as permitted by law.
3. The Mayor and Clerk are hereby authorized and directed to execute an “End User Agreement” with Sewer Equipment Company of America (through Jet Vac Equipment, LLC) pursuant to the terms of its nationally-recognized and accepted cooperative purchasing agreement with the NJPA.
4. The form and terms of the End User Agreement shall be consistent with this resolution is subject to the approval of the Municipal Attorney’s office.
5. A copy of this Resolution, the Pay-to-Play Forms and the Agreement shall be placed on file in the Office of the Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Howard								
Mr. Liverman								
Mr. Quinn								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

Kathleen K. Brzezynski, Municipal Clerk



**DEPARTMENT OF INFRASTRUCTURE
AND OPERATIONS**

**1 Monument Drive, Post Office Box 390
Princeton, NJ 08542
609-497-7639**

www.princetonnj.gov

Robert Hough, P.E., Director

Memo

To: Mayor and Council of Princeton

From: Robert A. Hough, P.E., Director

Date: January 8, 2018

RE: Request for Authorization to Award a Contract
via the National Joint Powers Alliance (NJPA) Contract
For “Sewer Cleaning and Hydro Excavating Equipment (Contract
#022014-SCA),” to Sewer Equipment Company of America (through Jet
Vac Equipment, LLC) for the Purchase of a 900-ECO Truck Mounted
Combination Sewer Cleaner for the Municipality of Princeton

The Municipality of Princeton is in need of a new truck mounted combination (Jet Vac) sewer cleaner for use by the Municipality of Princeton, specifically by the Princeton Sewer Operating Committee (PSOC).

Staff researched vendors that could achieve the desired goals and determined that the sought-after piece of equipment could be procured through a nationally-recognized and accepted cooperative purchasing contract in effect between the National Joint Powers Alliance® (“NJPA”) and Sewer Equipment Company of America (through Jet Vac Equipment, LLC), and more specifically identified as Contract #022014-SCA for “Sewer Cleaning and Hydro Excavating Equipment.”

Princeton, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, as a New Jersey municipality can purchase goods and services without public bidding under the Local Public Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state. NJPA is a regional organization of governmental units operating under the laws of the State of Minnesota and is itself a government corporation and agency pursuant to the laws of Minnesota. The subject

cooperative purchasing contract was awarded by NJPA to Altec utilizing a competitive contracting process.

Staff, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, prior to recommending purchases under nationally-recognized and accepted cooperative purchasing contracts, determined that the use of the cooperative purchasing contract would result in cost savings after all factors, including charges / costs for bid document preparation, bid process, service, material, and delivery, had been considered. Based on Princeton's current need for a new truck mounted combination (Jet Vac) sewer cleaner, staff determined that Princeton's use of the NJPA cooperative purchasing contract to procure the sought-after equipment would result in cost savings to Princeton.

The Chief Financial Officer has certified that sufficient funds in the total amount of \$360,597.75 are available for this purchase as follows:

- 900-ECO Truck Mounted Combination Sewer Cleaner
 - For use by the Princeton Sewer Operating Committee (PSOC)
 - In the amount of \$360,597.75
 - Capital Accounts:
 - 04-215-17-031-089-312 (Ordinance 2017-31 Sewer Trust – International 7400 Jet Vac Truck \$340,000.00 available)
 - 04-215-17-031-089-307 (Ordinance 2017-13 Sewer Trust – I / I Equipment Upgrades \$40,000.00 available).

Based on the above, it is the recommendation of staff that a contract for purposes of providing the Municipality of Princeton with a new 900_ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton, specially by the Princeton Sewer Operating Committee (PSOC), under NJPA Contract #022014-SCA for "Sewer Cleaning and Hydro Excavating Equipment," is hereby awarded to Sewer Equipment Company of America (through Jet Vac Equipment, LLC) for the contract amount of \$360,597.75. This contract is awarded without public bidding as permitted by law.

As always, should you have any questions concerning this recommendation, please feel free to contact me.

CC: Marc D. Dashield, Administrator
Sandra L. Webb, Chief Finance Officer
Dan Van Mater, Director, Department of Public Works

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment



Sewer Equipment



Contract#: 022014-SCA

Category: Public Utility & Airport Equipment

Description: Sewer Cleaning and Hydro Excavating Equipment

Maturity Date: 03/18/2018

Sewer Equipment, formally Sewer Equipment Co. of America, is the new corporate home of Ramvac Hydro Excavators, Mongoose Jetters, Sewer Equipment Co. of America and Vacmasters by Sewer Equipment. With 75 years of experience, Sewer Equipment and its brands proudly provide customers with the highest quality truck and trailer jetters, combination sewer cleaners, easement machines, hydro and air excavators, rodders and bucket machines. We stand behind our commitment to providing the "Best Products, Best Local Support".



[Overview](#)

[Contract Documentation](#)

[Pricing](#)

[Marketing Materials](#)

[NJPA Contact Information](#)

HOW TO PURCHASE ?
[Our step-by-step guide](#)

Vendor Contact Info

Tom Hochmuth

Direct Phone: 815-342-1700

tomhochmuth@sewerequipment.com

www.sewerequipment.com



Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon 1 State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): Tom Hochmuth Tom Hochmuth
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, trench excavation, and street sweeper equipment with related accessories & supplies
Sewer Equipment Company of America
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of March, 20 14 NJPA Contract Number # 022014-SCA

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of March, 20 14 NJPA Contract Number # 022014-SCA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America

Vendor Authorized signature: [Signature] (Name printed or typed)

Title: Western Region Sales Manager

Executed this 22nd day of March, 20 14 NJPA Contract Number # 022014-SCA

November 29, 2017



Distributor: JET VAC EQUIPMENT, LLC
 End User: PRINCETON SOC
 Address:
 City, State, Zip:
 Phone: PRINCETON, NJ
 Contact:
 Email:

900-ECO Truck Mounted Combination Sewer Cleaner

<p>Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display Boom: Hydraulic Powered Boom 180° Working Radius 10' Extendable Design 70 Degree Steel Elbow Debris Tank: 9 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door</p>	<p>Water System: 900 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Rear Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (blower & water pump) Military Spec. Sealed Switches Truck: Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab (2) Alum Toolbox 18"x18"x30" - Passenger (2) Alum Toolbox 18"x18"x24" - Rear *N/A ON SINGLE AXLE CHASSIS (1) Alum Long Handle Storage - Rear LED D.O.T. Approved Lighting</p>	<p>Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' x1" Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tubes (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (5) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack 25' Fill Hose Upstream Pulley Guide Washdown gun w/ 50' ext. hose (1) Variable Pattern Nozzle for washdown gun (1) Hydrant Wrench (1) Paper Owner's Manual</p>
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BASE UNIT AS OUTLINED ABOVE	\$213,949.00	1	\$213,949.00
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HOSE REEL ASSEMBLY:	LIST PRICE		TOTAL
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION	\$6,901.00	1	\$6,901.00
FOOTAGE METER (mounted on jet hose reel)	\$699.00	1	\$699.00
SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) PER FT	\$4.17	500	\$2,085.90
BOOM JOYSTICK CONTROL	\$1,224.00	1	\$1,224.00

CLEANING ATTACHMENTS:			
SIX (6) 18" D.O.T. SAFETY CONES AND HOLDER	\$349.00	1	\$349.00
CENTRAL LUBRICATION SYSTEM	\$2,611.00	1	\$2,611.00

WATER TANKS:			
BASE 1500 GALLON BLACK DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY	\$4,162.00	1	\$4,162.00
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)	\$478.00	1	\$478.00

WATER SYSTEM ATTACHMENTS:			
FILL HOSE STORAGE RACK	\$197.00	1	\$197.00
CENTRAL WASHDOWN SYSTEM	\$1,304.00	1	\$1,304.00

TOOLBOX CONFIGURATIONS:			
ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX	\$884.00	1	\$884.00
BUMPER MOUNTED ALUMINUM TOOL BOX (1) 12"x12"x14"	\$885.00	1	\$885.00
NOZZLE RACK	\$469.00	1	\$469.00

LONG HANDLED TOOL STORAGE (TWO (2) 4" TUBES) & CABINET	\$709.00	1	\$709.00
DEBRIS BOX & BOOM:			
12 CUBIC YARD CAPACITY DEBRIS BOX	\$5,202.00	1	\$5,202.00
TELESCOPING BOOM SYSTEM	\$4,415.00	1	\$4,415.00
DEBRIS BODY WASH OUT SYSTEM	\$1,103.00	1	\$1,103.00
ELECTRICAL & LIGHTING:			
LED ARROW BOARD	\$1,180.00	1	\$1,180.00
LED BOOM MOUNTED WORK LIGHTS (2)	\$864.00	1	\$864.00
CHASSIS:			
NON-STOCK CHASSIS MOUNTING ALTERATIONS	\$1,362.00	1	\$1,362.00
AIR PURGE WINTERIZATION SYSTEM	\$1,271.00	1	\$1,271.00
PAINT:			
DEBRIS TANK - BOOM: STANDARD WHITE PAINT		1	
HOSE REEL - UPRIGHT: SEWER BLUE		1	
SPECIAL PAINT: SOLID COLORS	\$2,601.00	1	\$2,601.00
MANUALS & TRAINING:			
TRAINING - CUSTOMER LOCATION (1 DAY)		1	\$0.00
TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY)		1	\$0.00
<p style="text-align: right;">LIST PRICE OF SELECTED OPTIONS: \$254,904.90 LESS PERCENTAGE DISCOUNT (enter % →) 3% \$ (7,647.15) NET PRICE OF UNIT: \$247,257.75 FACTORY SUPPLIED CHASSIS (IH4300, 6x4, 370Hp, 46000GVW) : \$110,840.00 ESTIMATED FREIGHT: \$2,500.00 ESTIMATED TOTAL: \$ 360,597.75</p>			
RECOMMENDED OPTIONS			
TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2000 PSI	\$8,624.00		\$0.00
SINGLE PISTON 80 GPM @ 2500 PSI WATER PUMP	\$22,410.00		\$0.00
ACCUMULATOR FOR SINGLE PISTON PUMP	\$2,867.00		\$0.00
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI	\$5,800.00		\$0.00
LATERAL LINE CLEANING KIT	\$4,403.00		\$0.00
DEBRIS BODY PUMP OFF SYSTEM	\$12,106.00		\$0.00

MUNICIPALITY OF PRINCETON

END USER AGREEMENT IN CONNECTION WITH PURCHASE OF:

**900-ECO TRUCK MOUNTED COMBINATION SEWER CLEANER
FROM SEWER EQUIPMENT COMPANY OF AMERICA
(THROUGH JET VAC EQUIPMENT, LLC)**

**THIS AGREEMENT (also "contract"), made the 12th day of February, 2018, by and
between**

**THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New
Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540,**

("MUNICIPALITY")

and

**SEWER EQUIPMENT COMPANY OF AMERICA (through Jet Vac Equipment, LLC), a
corporation of the State of Illinois, with offices at 1590 Dutch Road, Dixon, Illinois
61021.**

("CONTRACTOR").

**In connection with CONTRACTOR'S Proposal, and the MUNICIPALITY'S notice of award
dated _____, 2018, the MUNICIPALITY and CONTRACTOR hereby agree as
follows:**

1. Scope of Work

**CONTRACTOR hereby agrees to furnish the equipment specified in the
CONTRACTOR'S Proposal (Exhibit A) as follows:**

- **900-ECO Truck Mounted Combination Sewer Cleaner in the amount of
\$360,597.75, Quote dated November 29, 2017**

**CONTRACTOR'S Proposal, and the provision of its goods and services provided
pursuant thereto, are (and shall at all times) be consistent with the terms of the
Agreement Between National Joint Powers Alliance ("NJPA") and SEWER
EQUIPMENT COMPANY OF AMERICA with offices at 1590 Dutch Road, Dixon,
Illinois 61021 effective from March 18, 2014 to March 18, 2018 ("NJPA
Agreement").**

2. Contract Sum and Payment

- A. Based upon the prices set forth in Exhibit A, the amount of the contract, subject to any adjustments made in accordance with the Contract Documents, is Three Hundred Sixty Thousand Five Hundred Ninety-seven Dollars and Seventy-five cents (\$360,597.75).
- B. In accordance with the NJPA Agreement, the MUNICIPALITY agrees to pay CONTRACTOR upon receipt and acceptance of the various vehicles identified in Section 1 above. The MUNICIPALITY shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR'S properly executed and audited invoice and municipal voucher.

3. Time of Completion

- A. The goods and services to be provided under this contract shall be commenced and completed as set forth in the Notice of Award and/or Notice to Proceed to be provided by the MUNICIPALITY. In accordance with CONTRACTOR'S Proposal, the equipment shall be delivered within 270 days of CONTRACTOR'S receipt of MUNICIPALITY'S purchase order.
- B. The failure to provide the goods and services within the number of calendar days set forth in the Notice of Award and/or Notice to Proceed and herein, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages in the amount of five hundred dollars per day (\$500.00/day).

4. Buy American

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

5. Indemnification and Hold Harmless

CONTRACTOR shall hold harmless, indemnify and defend the MUNICIPALITY and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of the negligence or fault of the CONTRACTOR or its officers, agents, servants or employees and/or any other person or persons relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, except to the extent caused by the negligence or fault of the MUNICIPALITY. CONTRACTOR'S indemnification obligations shall not be limited by the amounts of insurance required to be carried by CONTRACTOR under this contract.

6. Contract Documents

The Contract Documents as defined herein are incorporated into this Agreement and made a part hereof by reference. The Contract Documents shall include this Agreement and all exhibits (A through C, inclusive) attached hereto, along with the following:

- Agreement Between National Joint Powers Alliance (“NJPA”) and SEWER EQUIPMENT COMPANY OF AMERICA with offices at 1590 Dutch Road, Dixon, Illinois 61021 effective from March 18, 2014 to March 18, 2018 (“NJPA Agreement”) (through Jet Vac Equipment, LLC, (through Jet Vac Equipment, LLC, 195 Green Pond Road, Rockaway, New Jersey 07866).
- CONTRACTOR’S Pay to Play Forms (Affidavit Required in Connection with the Execution of Certain Contracts, Campaign Contributions Disclosure Statement and Campaign Contributions Affidavit), Non-Collusion Affidavit, Stockholder Disclosure Certification and Certification of Investment Activities in Iran.

7. Affirmative Action Regulations

CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the attached Exhibit B, which requirements are incorporated herein and made a part hereof as if fully restated.

8. Business Registration and Sales and Use Tax Requirements

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration of prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the proposal shall provide a copy of its business registration to CONTRACTOR who shall provide it to the MUNICIPALITY as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the MUNICIPALITY unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
- B. The MUNICIPALITY will retain the proof of business registration in the file where documents relating to the contract are maintained.
- C. CONTRACTOR shall maintain and submit to the MUNICIPALITY a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the contract.

- D. For the term of this contract, CONTRACTOR and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event CONTRACTOR subcontracts any of its work, said CONTRACTOR shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

9. Pay to Play Compliance; Political Contributions

- A. CONTRACTOR certifies that said CONTRACTOR (including persons and other business entities having an interest in CONTRACTOR as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform the contract , nor will it make a reportable contribution during the term of this contract to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the contract is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the contract is awarded.
- B. CONTRACTOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONTRACTOR receives contracts in excess of \$50,0000 from public entities in a calendar year. It is CONTRACTOR'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

10. Document Retention – State Comptroller

CONTRACTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11. Assignment

This contract shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the MUNICIPALITY.

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

ATTEST:

MUNICIPALITY OF PRINCETON

Kathleen Brzezynski, Clerk

By: _____
Liz Lempert, Mayor

ATTEST:

SEWER EQUIPMENT COMPANY OF AMERICA

By: _____

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or**
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or**
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.**

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

A. 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 all 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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;

H. 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.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

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 Municipality, 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 Municipality, 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 Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.