

East Windsor Municipal Utilities Authority

Sludge Hauling

Bid Documents

2023-2025

To be received on February 15, 2023

At 10:00 am

In the Administration Building Located at

7 Wiltshire Drive

East Windsor, New Jersey 08520

Phone: 609.443.6000

Fax: 609.443.3928

NOTICE TO BIDDERS

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
7 WILTSHIRE DRIVE, EAST WINDSOR, NJ 08520
609-443-6000**

**WILL ACCEPT BIDS FOR
THE REMOVAL OF SLUDGE – SLUDGE HAULING - WASTEWATER TREATMENT
January 2023 – December 2025**

Notice is hereby given that sealed bids will be received by the East Windsor Municipal Utilities Authority, at the Authority Administration Building, 7 Wiltshire Drive, East Windsor, New Jersey 08520, Attention of: Richard Brand, Executive Director, **until 10:00 a.m. prevailing time, on February 15, 2023**

Bids may be submitted in person or by mail. The Authority assumes no responsibility for the loss or non-delivery of any bid sent to it prior to the bid opening.

At the above time and place, all bids will be publicly opened and read aloud. No bids will be accepted after the date and time designated to receive bids. A bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. No bid may be withdrawn for a period of sixty (60) days.

The Authority reserves the right to reject any or all bids, to waive any informalities deviations, or omissions in any or all bids, and to accept a bid which, in its judgment, best serves the interest of the Authority.

Specifications and bid forms may be examined and printed from our website EWMUA.

All bids must conform to the models and directions contained in the Specifications and must be submitted in a complete contract packet. Each bid must be accompanied by a Guarantee in an amount the lesser of ten percent (10%) of the total bid price or twenty thousand dollars (\$20,000), in the form of a certified check or cashier's check payable to the Authority or a Bid Bond issued by a Surety authorized to transact business in New Jersey and found acceptable by the authority. Each proposal must also be accompanied by the consent of a similarly acceptable Surety, guaranteeing that a one hundred per cent (100%) Performance Bond will be furnished upon the award of the Contract.

Bidders are required to comply with the requirements of P.L. 1975, c.127 and N.J.A.C. 17:27-5.2 et seq., Affirmative Action, and P.L. 1977, c33, Stockholder or Partnership Disclosure Statement, Business Registration Act N.J.S.A 52:32-44 P.L. 2004, c57 and all other requirements as set forth in the Instructions to Bidders.

By: Richard Brand, Executive Director

Date: 1/18/2023

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

1. Scope of Services

The Contractor shall remove sewage sludge from the East Windsor Municipal Utilities Authority (EWMUA) wastewater treatment plant on Millstone Road and haul it to the incineration facilities at (I) the Stony Brook Regional Sewerage Authority (SBRSA) treatment plant on River Road, Princeton Township and/or (ii) the Somerset Raritan Valley Sewerage Authority (SRVSA) treatment plant on Polhemus Lane, Bridgewater, New Jersey, in accordance with all applicable rules, regulations or laws of the Federal, State or other governmental agencies having jurisdiction. It should be noted that the EWMUA intends to use the SBRSA as the primary source of disposal via incineration. The Contractor is required to submit a unit price for the hauling of liquid sludge to SRVSA in the event disposal at SBRSA is not available. If the hauling contract is split between two vendors the EWMUA may elect to utilize each vendor for hauling to their assigned disposal site, within a given week, or may utilize a single vendor for that same week. The amount to be hauled will be at the discretion of the EWMUA. Due to the variable nature of the sewage treatment process, the Authority offers an approximate range of sewage sludge to be removed during the term of the contract. The sludge is undigested, liquid sludge (3 - 7 % solids). The Contractor shall be required to haul between 35,000 and 120,000 gallons weekly throughout the year from the EWMUA. The contracted hauler is required to accept the total gallonage of sludge that is displayed on the hauler's vehicle, whether it is stamped, stickered, or placard. The EWMUA is charged by Stony Brook RSA per load based on the listed/displayed gallonage of the hauler's vehicle. The EWMUA reserves the right to terminate this contract at any time the agreed upon requirements of this Bid are not met.

2. Schedule

The Contractor is responsible for receiving the sludge at the EWMUA WWTP between 7:00 a.m. and 2:00 p.m. Monday through Friday. The hours of acceptance for sludge at the two incineration facilities are:

- a. Stony Brook Regional Sewerage Authority - 8:00 a.m. to 5:30 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturday and are subject to change.
- b. Somerset Raritan Valley Sewerage Authority 8:00 a.m. to 4:00 p.m. Monday through Friday, when such days are not a legal holiday.

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

3. Response to Emergency Request

Emergency hauling service may be required during the contract period. It will be necessary for the Contractor to submit to the EWMUA a twenty-four (24) hour emergency telephone number. When notified, the Contractor shall provide the required equipment to dispose of the sludge as specified herein. The Contractor shall undertake the sludge removal operations within twelve (12) hours of the EWMUA's verbal, telephonic or written request for emergency service. In general, the EWMUA shall notify the contractor by 2:00 p.m. for next day service.

4. Qualifications

The Contractor shall secure all permits and licenses necessary from all federal and State agencies to carry out the work of the contract at his own cost and expense. The Contractor shall give all notices necessary and incidental to the performance of the work as set forth herein. The Contractor shall submit with his/her bid copies of all permits and licenses required and, during the term of this contract, shall obtain all additional permits and licenses that may be required. Should the Contractor violate, either knowingly or unknowingly, any permit, license and/or regulation as required or applicable to the transport of sewage sludge, the Contractor shall assume full and total liability for same and shall hold the EWMUA harmless from any action pertaining thereto, including the payment of any fines associated therewith.

5. Loading and Unloading of Sludge

This section describes, in general, the site conditions at the EWMUA WWTP and the procedures to be followed in loading. The description is not meant to describe site conditions in detail, however, and in no way relieves the Contractor's responsibility to visit the site to ascertain the conditions thereof.

The loading site is located at the EWMUA wastewater treatment plant on the west side of Millstone Road. The Contractor will park his/her truck underneath the overhead fill pipe, and notify the plant operator to start the pump for filling the truck, the pump rating is approximately 325 gallons per minute.

The Contractor is further advised that the EWMUA will not accept any responsibility for or other liability related to delays associated with the receipt of sludge and subsequent delivery to designated disposal facilities. The Contractor is required by this contract to schedule activities

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

so as to avoid whenever possible late deliveries of sludge to disposal facilities. The Contractor is advised that late delivery of sludge to designated receiving facilities will result in fines which will be the responsibility of the Contractor to pay.

Unloading will be done at the sludge receiving facilities at Stony Brook Regional Sewerage Authority, Somerset Raritan Valley Sewerage Authority, or such other disposal sites as the EWMUA may designate.

6. Safety and Environmental Controls

SAFETY: The Contractor shall follow all safety practices prescribed by OSHA in the performance of work, taking all necessary precautions to safeguard each employee, all other personnel, the public and property.

ENVIRONMENTAL CONTROLS: The Contractor shall take all precautions and actions to maintain a neat work site and haul routes, and without delay clean up any accidental spillage that may occur. In addition, the Contractor shall conduct operations in a manner to minimize odor nuisances to adjacent property owners and employ odor control procedures when the conditions necessitate.

DISPOSAL SITE: The Contractor shall hold the EWMUA harmless for any and all environmental damage and claims arising from any cause whatsoever relating to the removal, hauling and disposal of the liquid sludge removed under this contract. The Contractor shall be solely responsible and liable for the proper, safe and legal disposal of the sludge so removed.

7. Work Site Maintenance

During the period of work, the work site shall be maintained in good condition. Debris shall be cleared promptly at the Contractor's expense and the site left in the condition it was found at the start of each day's work. Any damage to existing structures, piping, wiring, or related items shall promptly be repaired to the satisfaction of the EWMUA, with the Contractor held responsible for such repair.

8. Disposal Documentation

The Contractor shall submit with the proposal documentation that he/she has accepted and disposed of sludge on a daily basis for three (3) years prior to the date of the proposal.

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

9. Time of Completion

This contract and the unit prices stated in the proposal shall be binding for a period of two (2) full years from the date of Contract Acceptance

10. Surcharge

The Contractor will assume responsibility for any fees, fines or surcharges assessed by the disposal source for failure to deliver sludge as scheduled by the EWMUA and agreed upon by the hauler and owner of the disposal site.

11. Requirements of SBRSA

For the purposes of this contract, it is anticipated that all sewage sludge designated for and delivered to the disposal site shall be hauled by the Contractor to SBRSA for ultimate disposal by incineration.

As the agent of the EWMUA in this matter, the Contractor is required by this contract to fulfill certain requirements of SBRSA related to the delivery of sludge for incineration as follows:

- a. **Hours of Delivery:** Sludge deliveries shall be made only between the hours of 7:30 a.m. to 5:30 p.m. on Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturday, except holidays. SBRSA reserves the right to change delivery hours.

Environmental Liabilities: The Contractor must clean up all spillage of any kind in accordance with all federal, State and local laws and regulations and to the satisfaction of SBRSA personnel. The Contractor will be held accountable for all said clean up costs and for all costs (materials and labor) for the restoration of SBRSA facilities to its former condition and appearance in the event of major damage due to accident or neglect. The Contractor hereby agrees to indemnify, defend and hold SBRSA and the EWMUA harmless from any damage, claim or expense it may suffer by the accident or neglect of the Contractor or its agents or subcontractors at the SBRSA facility or en route thereto.

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

- c. **Routing of Delivery Trucks:** The Contractor shall direct all vehicles to SBRSA only by the following routes:
- 1) Use Route 27 South to River Road for all traffic coming from Route 1 or the New Jersey Turnpike, or
 - 2) Use Route 518 to Route 605/Crescent Avenue in Montgomery and Rocky Hill to River Road for all traffic coming from Route 206.

Under no circumstances will the Contractor use alternative routes (which include Route 27 South of River Road or on Route 206 South of Cherry Valley Road) unless those routes are impassible and permission is given by SBRSA. SBRSA reserves the right to change the designated routes at any time.

- d. **Samples Required:** Prior to unloading, SBRSA will collect a sample from each truck to be retained for future analysis, if necessary. The Contractor shall fully cooperate with SBRSA officials assigned to this task.
- e. **Proper Paper Work Required:** EWMUA officials will contact SBRSA to schedule a date and time of delivery and the quantity of sludge to be delivered. This will occur at least 24 hours prior to any proposed delivery.

At the time the Contractor receives liquid sludge form EWMUA, the Contractor is obliged by this contract to receive from EWMUA Officials an SBRSA approved "Sludge Receiving Form."

The Contractor shall deliver the approved "Sludge Receiving Form" to SBRSA officials prior to unloading sludge at SBRSA facilities.

Failure to observe Sections (d) and (e) of Paragraph 11 of these Detailed Specification on Unauthorized Delivery of Sludge may result in the termination of this contract. For the purposes of this contract, the Contractor agrees to be held accountable for any cost, expense or damage suffered by SBRSA as a consequence of an unauthorized delivery.

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

12. Requirements of SRVSA

For the purposes of this contract, it is anticipated that all sewage sludge designated for and delivered to the disposal site shall be hauled by the Contractor to SRVSA for ultimate disposal by incineration.

As the agent of the EWMUA in this matter, the Contractor is required by this contract to fulfill certain requirements of SRSA related to the delivery of sludge for incineration as follows:

- a. **Hours of Delivery:** Sludge deliveries shall be made only between the hours of 8:00 a.m. and 5:30 p.m. Monday through Friday, when such day is not a legal holiday, and 8:00 a.m. to 4:00 p.m. on Saturday. SBRSA reserves the right to change delivery hours.

- b. **Environmental Liabilities:** The Contractor must clean up all spillage of any kind in accordance with all federal, State and local laws and regulations and to the satisfaction of SRVSA personnel. The Contractor will be held accountable for all said clean up costs and for all costs (materials and labor) for the restoration of SRVSA facilities to its former condition and appearance in the event of major damage due to accident or neglect. The contractor hereby agrees to indemnify, defend and hold SRVSA and the EWMUA harmless from any damage, claim or expense it may suffer by the accident or neglect of the Contractor or its agents or subcontractors at the SRVSA facility or en route thereto.

EAST WINDSOR M.U.A.
BID SPECIFICATIONS
THE HAULING OF SEWAGE SLUDGE
January 2023– December 2025

- c. **Equipment:** Delivery trucks shall be equipped with pumps to assist with the conveyance of sludge into SRVSA facilities, if necessary.
- d. **Routing of Delivery Trucks:** The Contractor shall direct all delivery vehicles to use major thoroughfares whenever possible and they shall not be routed through residential areas immediately adjacent to SRVSA.
- e. **Samples Required:** Prior to unloading, SRVSA will collect a composite representative sample from each truck to be retained for future analysis, if necessary. The Contractor shall fully cooperate with SRVSA officials assigned to this task.
- f. **Proper Paper Work Required:** EWMUA officials will contact SRVSA to schedule a date and time of delivery and the quantity of sludge to be delivered. This will occur at least twelve (12) hours prior to any proposed delivery.

At the time the Contractor receives the liquid sludge from EWMUA, the Contractor is obliged by this contract to receive from EWMUA officials an SRVSA approved "Sludge Certification Form." The Contractor shall deliver the "Sludge Certification Form" to SRVSA officials prior to unloading sludge at SRVSA facilities.

Failure to observe Sections (e) and (f) of Paragraph 12 of these Detailed Specifications on Unauthorized Delivery of Sludge may result in the termination of this contract. For the purposes of this contract, the Contractor agrees to be held accountable for any cost, expense or damage suffered by SRVSA as a consequence of an unauthorized delivery.

East Windsor Municipal Utilities Authority

INFORMATION FOR BIDDERS

General Terms and Conditions

The East Windsor Municipal Utilities Authority (hereinafter the "Authority") reserves the right, if it is in the best interests of the Authority, to reject any or all Bids, select the Bid or combination of Bids which best suits the purposes of the Authority, and to waive any technical irregularity in any or all Bids.

The Authority shall not be liable for any failure on its part to detect or correct errors and no right shall inure to any Bidder as a result of any action taken by the Authority in connection therewith.

In submitting a Bid, the Bidder warrants that he has read thoroughly and understands all documents referenced in the specifications, such other additional material as he may deem relevant to the foundation of his Bid, and further that he has made such site inspection as may be necessary and appropriate to the work for which he is bidding and that the Bid as submitted represents his fully considered judgment as to the price, terms and conditions set forth therein. **In submitting the Bid, the Bidder recognizes that no subsequent claim of misunderstanding or of failure to read any relevant document or consider any relevant factor will relieve him of his obligation to act according to his Bid if the Authority accepts his Bid offer.**

A Bid proposal may be withdrawn when written request therefore is received by the Authority **before** the time designated for opening of Bids.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

Changes in the Specifications: Interpretations

All Bidders must contact the East Windsor Municipal Utilities Authority's office twenty-four (24) hours before the specified day of the Bid opening in order to insure receipt of all addenda.

No interpretation of the meaning of the specifications or other pre-Bid documents will be made to any Bidder orally. Any oral interpretation, not documented in writing to all Bidders before Bid opening or referenced in the Bid proposal, shall not be binding upon the Authority.

Every request for interpretation shall be in writing and addressed to the Authority Executive Director or her/his representative and to be given consideration must be received at least ten (10) days before the date fixed for the opening of Bids, Saturdays, Sundays and legal holidays excepted. Any and all such interpretations and any supplemental instructions will be in the form

of written bulletins to the Contract documents which, if issued, will be mailed by certified mail, return receipt requested and/or faxed with receipt of completion to all prospective Bidders (at the respective addresses and or fax numbers furnished for such purposes) not later than seven (7) days prior to the date fixed for opening of Bids, Saturdays, Sundays and legal holidays, excepted. Notice of such interpretation or addenda shall also be published at least seven (7) days before the date for acceptance of Bids, Saturdays, Sundays and holidays, excepted. No requests for interpretation shall be entertained less than ten (10) days before the date for the opening of Bids. Failure of any Bidder to receive any addenda or interpretations shall not relieve such Bidder from any obligation under his Bid as submitted. All bulletins, addenda or interpretations so issued shall become part of the Contract documents and shall be acknowledged in the proposals.

No changes, alterations, additions, or deductions from the scope of work as outlined herein, shall be made without the written consent of the East Windsor Municipal Utilities Authority.

Completion of Bid Proposal - General Directions

When the proposal is made by an individual, his post office address shall be stated and he shall sign the proposal; when made by a firm or partnership, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal post office address shall be stated and the proposal shall be signed by an authorized official of the corporation and the corporate seal affixed.

Corporate Bidders not incorporated in the State of New Jersey must submit with their proposal a certificate from the office of the Secretary of State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other Bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the Bidder or submitted on request before award. The name and title of each person signing the Bid Proposal Forms shall be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary" "Agent" or other designation, without disclosing the name of the principal, may be held to be the Bid of the individual signing. Prices shall be stated in writing and in figures as indicated on the proposal pages PBP. In the event of discrepancy, the written unit price shall govern. The specified unit price will serve as the basis for comparing Bids. Carelessness in quoting prices, or in preparation of bid otherwise will not relieve the Bidder. **BID PRICES SHALL BE FOB DESTINATION. NO ADDITIONAL FUEL OR RELATED SURCHARGES WILL BE ACCEPTABLE FOR THE DURATION OF THIS CONTRACT.**

Bids shall be submitted on the Bid Form supplied herewith or copies thereof. They shall be returned in sealed envelopes addressed to:

East Windsor M.U.A.
7 Wiltshire Drive
East Windsor, New Jersey 08520

The envelope shall be marked in the lower left quadrant:

Bid for: Removal of Sludge – Sludge Hauling

The Authority accepts no liability for bids opened in error due to absence of such notation.

Please be advised that fax transmissions of any of the required bid documents shall not be acceptable. Your Bid will be declared non responsive.

Bids may be hand delivered or mailed per legal Notice to Bidders. In the case of mailed bids, the Authority assumes NO responsibility for Bids received after the designated date and time and will return late Bids to the Bidder unopened.

Bids shall be signed in ink. Erasures or other changes in a Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Authority. Proposals in which the bid prices are unbalanced, in the opinion of the Authority, may be rejected.

Bids not submitted on the forms and in accordance with the instructions contained herein and in the "Advertisement for Bids" shall be considered informal and may be rejected.

Bid Proposal Forms

1. **Bid Form** the Bidder will be held to his Bid as submitted. No error in computation will relieve him of responsibility to act in accordance with the prices on his Bid form as submitted.

2. **Bid Bond and Consent of Surety**

a. **Bid Bond** Required for this Bid: Yes, No :

When required each Bid must be accompanied by an acceptable certified check or cashier's check payable to the Authority or a Bid Bond issued by a Surety authorized to transact business in New Jersey and acceptable to the Authority. The Bid security shall be in the amount of the lesser of ten percent (10%) of the Bid price or twenty thousand dollars (\$20,000). All Bid securities, except

those of the three (3) lowest responsible and responsive Bidders will be returned within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after award of the contract.

In the event that the successful Bidder to whom the Contract is awarded fails or neglects to execute the agreement, to furnish the requisite Bond within the time specified and/or to meet other mandatory requirements pursuant to these Contract Documents, the Authority may determine that the Bidder has abandoned the Contract. Thereupon, the award of the Contract shall become a nullity and the Bid security shall be forfeited to the Authority.

In the event that the successful Bidder properly executes the Agreement and furnished all requisite documents within the time specified, the Authority shall return the Bid security of the remaining unsuccessful Bidders within three (3) days thereafter, Saturdays, Sundays, and legal holidays excepted.

Consent of Surety Required for this Bid: Yes, No

Each Bid must be accompanied by a Consent of Surety provided by a company authorized to transact business in New Jersey and acceptable to the Owner. The Consent of Surety shall serve as a guarantee that the surety company will provide an appropriate Bond within ten (10) days after notification of the award of the Contract to that Bidder.

In addition to the requirements set forth hereinbefore, each Surety instrument shall be accompanied by a properly dated and executed power-of-attorney. Each Surety shall furnish a current statement of financial condition to verify that the total amount of the Bond required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9.

Non-Collusion Affidavit

A Non-Collusion Affidavit must be completed and submitted with all Bid proposals.

Ownership Disclosure Statement

Any corporation or partnership submitting a Bid shall include in the Bid proposal package a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock, of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act, have been listed.

Affirmative Action Requirements

Pursuant to the New Jersey Affirmative Action regulations P.L. 1975, C 127 (N.J.A.C. 17:27 et seq.) Bidders with either a Federally approved Affirmative Action Plan or a State Certificate of Approval are required to submit copies of those documents with their proposals. A successful Bidder without either Federal or State approval will be required to complete an Affirmative Action Employee Information Report (From AA302) upon signing the Contract. Bidders shall comply with the dictates of the Affirmative Action language in Exhibit A, as attached.

New Jersey Prevailing Wage Act

(P.L. 1963, Chapter 150) is hereby made part of every contract entered into by the EWMUA except those contracts which are not within the contemplation of the ACT, and the bidder's signature on this proposal is said bidder's guarantee that neither the bidder nor any subcontractors might employ any worker to perform work covered by this bid that is listed on or on record in the office of the Commissioner of the New Jersey Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this ACT.

Americans with Disabilities Act

The Contractor and the Authority do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act" (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Authority, 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 Authority's grievance procedure, the Contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in any award of damages against the Authority or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense. The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every

demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority pursuant to this paragraph.

It is further agreed and understood that the Authority 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 the Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Qualification of Bidders

The Authority reserves the power to make such investigations as it deems necessary to determine the ability of a Bidder to perform work, and a Bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request. The Authority reserves the right to reject any Bid if the evidence submitted by or investigation of Bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Where applicable, lump sum price work includes furnishing and delivering all the material to do and perform all the work and labor required to be furnished and delivered, done and performed for the Authority and to complete this contract in strict and entire conformity with the plans and specifications. Shipping will be FOB.

Where unit price items are delineated in the proposal section of the Bid Documents and specifications, it is understood by the Bidder that the Authority may increase, without limit, or decrease, without limit, the quantities to be done under any or all established unit price items. It is further understood by the Bidder that should there be any error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. It is further understood that if his proposal is accepted, it is the unit price which he will receive and which the Authority will pay for the work specified to be done under the items, in the way required and set forth by the Bid documents and specifications without recitation or repetition of said unit prices in the BID proposal PAGE". Shipping will be FOB.

Equal Bids

When two or more Bids are Equal in all respects, award may be made at the discretion of the Authority by a lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

Award of Contract

The Contract shall be awarded to the lowest responsive Bidder. The lowest responsive Bidder shall have submitted a proposal which complies with the requirements of these Contract Documents and a Bid which is the lowest Bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract. The contracting unit shall award the Contract or reject all Bids within such time as may be specified in the invitation to Bid, but in no case more than sixty (60) days, except that the Bids of any Bidder who consent thereto may, at the request of the contracting unit, be held for consideration for such longer periods as may be agreed. All bid security except the security of the three (3) apparent lowest responsible Bidders shall, if requested, be returned after ten (10) days from the opening of the Bids, Saturdays, Sundays and legal holidays excepted, and the bids of such Bidders shall be considered as withdrawn, within three (3) days after the awarding of the Contract and the approval of the Contractor's performance bond, the Bid security of the remaining unsuccessful Bidders shall be returned to them forthwith, Saturdays, Sundays and legal holidays excepted.

The Bidder to whom the Contract has been awarded shall, within ten (10) days of the date of notification of award:

- 1 Execute and deliver to the Authority three (3) copies of the Contract.
- 2 Furnish proof in the form of Corporate Resolutions and /or Notarized Acknowledgments to establish the authority of the person executing the Contract on behalf of the successful Bidder.
- 3 Furnish satisfactory evidence of insurance as required in these specifications.
- 4 Furnish and maintain the requisite Surety Bond.

Contract Documents

All of the terms and conditions in this Contract Packet, including but not limited to the Invitation to Bid, Instructions, Specifications, Proposal, the Contract executed by the successful Bidder and the Authority, and the Resolution authorizing same, shall constitute the Agreement and shall be binding upon all parties in full.

New Jersey Sales Tax

The East Windsor Municipal Utilities Authority is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the Contractor shall not charge the sales tax on materials and labor in connection with any work being performed for it. The Contractor should advise his suppliers and furnish them with the necessary exemption forms so that this charge will not be made on this project.

Indemnification

The successful Bidder shall agree to defend, indemnify, and save harmless the Authority, its officers, agents, servants, and employees and each and every one of them against and from all damages to which the Authority and any of its officers, agents, servants, and employees may be put (including attorneys' fees and professional fees) through the negligence of said Bidder or through any improper or defective machinery, implements, or appliances used by said Bidder in the aforesaid work, or through any act or omission on the part of the said Bidder or its agents, employees, or servants.

Extension of Time Not a Waiver

Any extension of time beyond the date fixed for completion or the doing or the acceptance of any part of the work called for by the Contract, or the taking of possession in whole or in part prior to the date of completion of the Work, shall not be deemed a waiver by the Authority of its right to annul or terminate the Contract for abandonment or delay in the manner provided by the terms of the Contract, nor relieve the successful Bidder from full responsibility.

Compliance with All Laws

The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws, municipal ordinances, and the Rules and Regulations of all Authorities having jurisdiction over the work pursuant to the Contract shall apply to the Contract throughout and will be deemed to be included to the Contract as though herein written out in full. The successful Bidder, sub contractors, and all of their representative shall obey and comply with all such laws, ordinances, and rules and regulations.

Business Registration Act. N.J.S.A. 52:32-44 P.L. 2004,c 57

- a. Required all business organizations must submit proof of business registration to the contracting agency (EWMUA). It is also the Contractors responsibility to provide proofs of business registration of those subcontractors required to be listed in the contractor's submission. Proof of business registration shall be a copy of a Business Registration Certification issued by the Department of the Treasury, Division of Revenue. Before final payment of the contract is made by the EWMUA, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
- b. An individual with no business tax or employer obligations to the State of New Jersey, who is entering into, or has entered into a contract with a contraction agency to perform personal services shall submit proof of business registration in the form of a Certification and Registration for Individuals Contacting with Public Agencies (NJ-REG-A) issued by the Department of the Treasury, Division of Revenue. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director; New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
- c. Contractors must include proof of business registration at the time it submits a bid. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C:52:32-44 et al.) Or subsection e. or f. of section 92 of P.L. 1977, c.110 (C:5:12-92); or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with the EWMUA.

Pay to Play Law

The 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-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on the requirement is available from ELEC at (888) 818-3532 or at www.elec.stae.nj.us.

Domestic Materials

The successful Bidder shall comply with Chapter 107, P.L. 1982 (N.J.S.A. 40A:11-18) and Chapter 90, P.L. 1934 (N.J.S.A. 52:33-1 et seq.) which require that only manufactured and farm products of the United States, whenever available, shall be used in this project.

Brand Names

Brand Names and/or description used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the workmanship. Variations between the materials described and materials offered are to be fully explained by the Bidder in an accompanying letter. All commodities must be in current production detail wherein the material offered differs from the specifications. If no exceptions are indicated, it will be required that the material or service be delivered or performed as per the specifications.

Quantities

Bidders should be aware that the quantities mentioned in the Bid Specifications and/or Bid Proposal are estimates based on historical data. The actual quantities required may be slightly higher or lower during this contract period. Bid prices remain in effect for one full year, however, as an option in some bids, Bidders are encouraged to submit a second year bid please note any exceptions on the appropriate Bid Proposal page. Complete both years either by submitting prices for the second year or by initialing second year option and stating not interested. It will be at the sole discretion of the OWNER which option is accepted. The Bid prices will remain in effect from date of contract acceptance for the actual quantity ordered during this contract period.

Time of Completion and Liquidated Damages

Bidders must agree to commence the work on the Contract on or before the date to be specified in the notification which will issue to inform the successful Bidder of the acceptance of the Contract Document by the Authority. Bidders for the work shall agree to the completion date set forth in the Contract Documents. Liquidated Damages at \$250.00 a day shall be assessed for every day the successful Bidder fails to substantially complete the Contract after the completion date, as more fully set forth hereinafter.

Contract Security (required for this Bid): Yes, No

Within ten (10) days after receiving the Notice of Award of a Contract, the successful Bidder shall furnish one Bond to the Authority in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of the Contract. The Bond shall be issued by a Surety company licensed to transact business in the State of New Jersey and, pursuant to New Jersey Law holding sufficient financial resources to issue said Bond. The Bond shall bear

a date on or subsequent to the date of the Agreement. Each signature of an attorney-in-fact shall be accompanied by a certified and effectively dated power-of-attorney. The Bond shall assure fulfillment of the Contract and all of its provisions, including any additions, deductions, or other modifications, or full reimbursement to the Authority for all expenses incurred in making good any default. The bond shall contain a Waiver of Notice being required of alterations, additions, deductions, extension of time, or other modifications of the Contract as ordered. The Bond shall provide for the corrections of any defects which may develop for a period of one year from the date of substantial completion of the work performed under the Contract. All defects occurring within this guarantee period shall be presumed to have resulted from defective workmanship or material.

Insurance Requirements:

The successful Bidder shall procure and maintain, at his own expense, until acceptance by the Authority of the contracted work, insurance for liability of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The successful Bidder shall not commence the work under the Contract until a Certificate or Certificates of Insurance have been furnished to the Authority and found in compliance with these requirements. Upon request, the successful Bidder shall furnish to the Authority a certified copy of each policy, including the provisions establishing premiums.

An unqualified endorsement shall be provided that the policies shall not be changed or canceled prior to sixty (60) days after notice to the Authority. The successful Bidder shall be obligated to maintain the insurance and to renew policies as necessary, and shall provide evidence of the renewal of policies where required. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, the Authority may refuse to make payment or provide further monies due under this Contract, or refuse to make payment or provide further monies due under other Contracts between the same contracting entities and the Authority. The Authority in its sole discretion may use monies retained under this paragraph to renew the successful Bidder's insurance for the periods and amounts referred to herein. Ultimately, the Authority may default the contracting entity and direct a Surety to complete the project. During any period when the required insurance is not in effect, the Authority may suspend performance of the Contract. If the Contract is so suspended no additional compensation or extension of time shall be due on account thereof.

All insurance required herein shall be maintained during the life of this Contract. Insurance coverage in the minimum amount set forth herein shall not be construed to relieve the contracting entity from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under provisions of this Contract or otherwise in the law.

All insurance policies required hereunder shall include the designation as additional insured of the Authority and the solicitor to the Authority, their successors, officers, agents, employees, and servants. The various requisite types of insurance shall be written for not less than the statutory limits of liability or the limits of liability specified below, whichever coverage is greater:

Comprehensive General Liability Insurance shall be at least as broad as the standard, basic, un-amended policy, endorsed to include broad form comprehensive general liability coverage, in the following amounts:

Bodily injury liability- combined single limit, one million dollars (\$1,000,000.00)

Property damage liability combined single limit, one million dollars (\$1,000,000.00)

Comprehensive Automobile Liability, including owned, hired, and non-owned vehicles, in the following amounts:

Bodily injury liability and property damage liability in the combined single limit, one million dollars (\$1,000,000.00)

Workers Compensation and Employers' Liability Insurance is required to be provided in accordance with the Laws of the State of New Jersey and to include an All States' Endorsement to extend coverage to any State which may be interpreted to have legal jurisdiction. The Employers' Liability Insurance is to have a limit of not less than one hundred thousand dollars (\$100,000.00) per occurrence.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

II Bid Proposal Forms

Each Bid submitted must contain the following forms, documents and items as required or the bid will be rejected:

1. _____ Bid Proposal
2. _____ Bid Guarantee
3. _____ Consent of Surety
4. _____ Certified Power of Attorney
5. _____ Appropriate Acknowledgment
6. _____ Non-Collusion Affidavit
7. _____ Ownership Disclosure Statement
8. _____ Bidder Questionnaire
9. _____ Bidder's Affidavit
10. _____ Business Registration Act Certificate

If any of these forms is missing from the Bid proposal package at opening, the Bid will be rejected. As between two Bidders whose Bid proposals are otherwise equal, a Bidder who has completed and included all forms correctly will be awarded the contract.

All Bid packages accepted at the time fixed for opening are accepted conditionally pending a full review by the Authority solicitor as to proper form of all documents submitted.

Signature: _____

Date: _____

Print Name: _____

Phone no: _____

Fax: _____

BID PROPOSAL

CONTRACT IDENTIFICATION: _____ Sludge Hauling - Sewage _____

THIS BID IS SUBMITTED TO: East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, New Jersey, 08520

The undersigned _____, a/an (individual,
firm, partnership, or corporation), pursuant to the laws of the State of _____
and maintaining a main office at _____

propose and agree if this Bid is accepted, to enter into an Agreement to furnish the Authority
with

_____ in strict accordance with the terms and conditions of these Contract
Documents and specifications.

The person signing declares that the complete Contract Documents have been received
and carefully examined and furthermore that the following addenda have been received and
examined:

DATE	NUMBER
_____	_____
_____	_____
_____	_____

BID PROPOSAL
HAULING OF SEWAGE SLUDGE

(A) Hauling sewage sludge from East Windsor MUA to Stonybrook Regional Sewerage Authority.

First Year _____ Dollars (\$ _____)
Price per gallon (in words)

Second Year _____ Dollars (\$ _____)
Price per gallon (in words)

(B) Hauling sewage sludge for East Windsor MUA to Somerset Raritan Valley Sewerage Authority.

First Year _____ (Dollars \$ _____)
Price per gallon (in words)

Second Year _____ (Dollars \$ _____)
Price per gallon (in words)

The undersigned declares that the bid prices as stated are inclusive of all charges.

Date: _____

Name of Bidding firm: _____

Address: _____

Phone Number: _____ Fax: _____

E-Mail Address _____

By: _____
Signature/Title

Print Name

BID PROPOSAL

NOTE ANY EXCEPTIONS TO SPECIFICATIONS:

Date: _____

Name of Bidding Firm: _____

Address of Firm: _____

Telephone Number: _____

Fax Number: _____

Signature and Position

(If Corporation Place
Seal Here)

BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

as Principal, and _____

as Surety, are hereby held and firmly bound onto the East Windsor Municipal Utilities Authority,

as Oblige, in the penal sum of _____

Dollars (\$ _____), for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid Dated

_____, 20__ for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the date of the opening of same, and if the Oblige shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds within the time specified, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein below.

Signed, Sealed and Dated _____

WITNESS: _____
(Principal)

By: _____

Title: _____
(Print or Type Name and Title)

(CORPORATE SEAL)

WITNESS: _____
(Surety)

By: _____
(Attorney-in-fact)

(CORPORATE SEAL)

Name of Surety _____

Address _____

Phone Number _____ Fax Number _____

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, the

a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New Jersey do hereby consent and agree with the
East Windsor Municipal Utilities Authority that if the foregoing proposal of _____

hereinafter called the Bidder, for _____

be accepted, and a Contract for said work be awarded to the said Bidder, we will, upon its being
so awarded, become Surety for the said Bidder and agree to be bound with said Bidder upon the
terms and conditions set forth in the Proposal and Specifications in a sum not to exceed on
hundred percent (100%), of the amount of the Contract for the faithful performance of all
obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this Agreement to be
signed by its duly authorized representative and its corporate seal to be affixed hereto

Signed, Sealed, and Dated this _____ day of _____ 20__.

By: _____
(Attorney-in-fact)

NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety
Company.

Name of Surety _____

Address _____

Phone Number _____ Fax Number _____

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEW JERSEY, COUNTY OF _____

SS.:

I CERTIFY that on _____, 20__.

Personally, came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) _____ is named in and personally signed the attached document; and
- (b) _____ signed, sealed and delivered this document as his/her act and deed.

Signature

Print name and title

Signed and Sworn to before me on _____, 20__.

ACKNOWLEDGMENT FOR PARTNERSHIP

STATE OF _____ :

SS:

COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, 20____,
before me, the subscriber, a _____
of the State of _____, personally appeared before me and
acknowledged under oath to my satisfaction, that this person, is one of the members of the firm
of _____ the partnership named therein and he
thereupon acknowledged that the said instrument made by the partnership and signed by him,
was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the
partnership.

Signature and title

Print name and title

Signed and Sworn to before me on _____, 20____.

CORPORATE ACKNOWLEDGMENT FORMS

STATE OF NEW JERSEY, COUNTY OF _____

SS:

I certify that on _____, 20____, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the _____ secretary of _____ the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is (Name and Title) _____ of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____, 20____.

Signature

Print name of attesting witness

STATE OF NEW JERSEY, COUNTY OF MERCER

SS:

I certify that on _____, 20____, Personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as of _____ the corporation named in this document.

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signature

Print name and title

Signed and Sworn to before me on _____, 20____.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

NON-COLLUSION AFFIDAVIT

Date _____

Identification of Bid Item or Service: _____

To the East Windsor Municipal Utilities Authority:

This is to certify that the undersigned bidder _____
has not either 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
proposal

submitted to the East Windsor Municipal Utilities Authority on the _____ day of
_____.

Signature of Bidder: _____

Print name & title _____

Corporate Seal:

Attest: _____

Sworn to and subscribed before me this _____ day of _____

20____. My commission expires _____.

Notary Public: _____

This statement must be completed and signed in order for the bid to be considered.

OWNERSHIP DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Attach additional sheets if necessary.

1. Name _____
Address _____
2. Name _____
Address _____
3. Name _____
Address _____
4. Name _____
Address _____
5. Name _____
Address _____

BIDDER QUESTIONNAIRE

This Questionnaire must be completed and submitted with each bid proposal. The information requested is necessary for determination of the ability and responsibility of the Contractor to perform pursuant to the Specifications. Any information or inaccurate information may be a basis for invalidating the Bid Proposal.

1. Bidder name, nature of entity (corporation, partnership, sole proprietorship), address, phone number, and person to contact:

2. Is your principal place of Business in New Jersey?

Yes () No (); If your answer is No: _____

- a. State here the name, address, and phone number of the person authorized to accept legal process in New Jersey.

3. Is the bidding entity a subsidiary of or affiliated with any other business entity?
Yes () No ()

If your answer is Yes, list here the names and addresses of said business entities and the nature of the interest or affiliation.

Name	Address
_____	_____
_____	_____
_____	_____

Bidders Questionnaire (continued)

4. List the names and addresses of all officers of the bidding entity and/or all other persons having an interest as principals in the accompanying Bid:

Name	Address
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

5. Have any of the above individuals or any other principal in the bidding company been in bankruptcy? Yes () No () If yes, provide information:

6. Have any of the individuals referred to in NO. 4 and No.5 been an officer in a company which has been in bankruptcy? Yes () No () If yes, provide information;

7. State the number of years this bidding entity has been in business_____.

8. Has the Company always been in the same business? Yes () No() If No, list the Company's business history with specific dates.

9. Has this company ever failed to complete work on or been declared in default on any Contract? Yes () No (); If yes provide information:

Bidders Questionnaire (continued)

10. List the number of permanent employees in the Company.

Supervisory _____ Labor _____

11. Attach hereto a statement of current financial condition and /or a current Dun and Bradstreet rating.

12. List any business reference.

Name & Type of Business	Address	Phone/Fax Numbers
-------------------------	---------	-------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

13. Disclose here any prior, current, or pending liens or encumbrances of any kind filed against any of your contracts or those of other principals identified at number 3 and 4.

14. Disclose here any prior, current, or pending litigation concerning failure to perform or non-compliance with specifications.

15. List all similar or related contracts which your company commenced and/or completed during the past three (3) or more years. Attach additional pages if necessary. For each contract listed, include the following information: the name and address of the contracting unit, the name of the individual to contact at said location, the telephone number thereof, a description of the work undertaken, date started, date completed, and the name and address of the surety providing security for each contract:

Bidders Questionnaire (continued)

16. List the trucks and other equipment owned by the bidding entity which will be available for the proposed contract. Include the number of vehicles, the make, size, capacity, age, and condition.

17. List equipment which you expect to rent to accomplish the work.

18. List equipment which you expect to purchase to complete the contract.

19. Will any part of the work be subcontracted? Yes () No (). Bidders must identify all subcontractors who will be used in the work except vendors and must actually use the subcontractors listed.

Name: _____

Address: _____

Trade: _____ License/Permit _____

20. Bidders must offer proof of current licenses/permits issued by controlling government agencies, particularly the NJDEP, as applicable to the work under said contract (s). Provide below data as to all current licenses/permits including those of land application sites and those of subcontractors listed at question No.19. Attach hereto copies of the licenses/certificates identified herein. Failure to provide any of the foregoing information will result in rejection of the bid. Attach additional sheets if necessary.

21. Do you have a current valid letter from the office of Federal Contract compliance Programs verifying approval of a Federal Affirmative Action Plan and/or do you have a current valid New Jersey Certificate of Employee Information Report if yes, attach copy

Bidders Questionnaire (continued)

hereto. If you have neither of the above and if you are the successful bidder, you will be provided with and required to submit a New Jersey Affirmative Action Employee Information report (Form AA 302).

The undersigned certifies that all of the responses to the twenty-one (21) items contained in the Bidder Questionnaire are true and correct.

(Bidder)

By: _____

Signature

Print name and title

Subscribed and sworn to before me

this _____ day of _____, 20__.

Notary Public of _____

My commission expires _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO BID DOCUMENTS

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

As required by N.J.S.A. 40A:11-23.la., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, 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 notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

THIS FORM MUST BE RETURNED EVEN IF NO ADDENDA IS PROVIDED