

NOTICE TO BIDDERS

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

WILL ACCEPT BIDS FOR CONSTRUCTION OF MONITORING WELLS AND AQUIFER TEST

Sealed bids will be received by the Executive Director of the East Windsor Municipal Utilities Authority, East Windsor, New Jersey, County of Mercer, in the Board Room at the Administration Building, 7 Wiltshire Drive, East Windsor, NJ 08520 for: **New Construction of Monitoring Wells and Aquifer test– Bid opening is August 19, 2025 at 11:00 a.m. at the East Windsor MUA Administration offices, 7 Wiltshire Drive, East Windsor N.J. 08520.**

BID OPENING DATE:

Specifications are on file in the Division of Human Resources, Budget & Purchasing, and may be obtained by prospective bidders during the hours of 9:00 a.m. to 4:00 p.m. Specifications may also be obtained from our website www.Eastwindsormua.com. Bids must be enclosed in a sealed envelope marked appropriately (“**Construction of Monitoring Wells Bid Packet**”) and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bids must be accompanied by an agreement of surety (consent of surety) furnished by only those sureties who meet the requirements set forth in N.J.S.A. 2A:44-143, wherein the surety company agrees to post a performance bond of 100% of the awarded amount, and a payment bond of 100% of the awarded amount, if the contract is awarded in principle. The aggregate sum of both bonds shall therefore equal 200% of the total contract price.

Bids must be accompanied by a certified check, cashier's check or bid bond payable to East Windsor Municipal Utilities Authority in the amount of 10% of the bid total, not to exceed \$20,000. All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and bids of such bidders shall be considered as withdrawn. Within 3 days, Sundays and holidays excepted, after the awarding and signing 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.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq (Prevailing Wages) N.J.S.A. 52:32-44, et seq (NJ Business Registration).

A corporation submitting a bid, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The East Windsor Municipal Utilities Authority, when applicable, reserves the right to take any number of units up to the maximum indicated in the specifications to increase or decrease the quantity by executing a change order provided that the change shall not cause the originally awarded contract price to be exceeded cumulatively by more than 20% net, in accordance with N.J.A.C. 5:34-4.2. The East Windsor Municipal Utilities Authority reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the East Windsor Municipal Utilities Authority. The East Windsor Municipal Utilities Authority also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the East Windsor Municipal Utilities Authority shall have the authority to award the contract to the bidder selected by the East Windsor Municipal Utilities Authority in its sole discretion.

BY ORDER of the East Windsor Municipal Utilities Authority

**Richard Brand
Executive Director**

7/28/25

**PILOT BORING/MONITORING
WELL CONSTRUCTION
AND WATER QUALITY SAMPLING**

**East Windsor Municipal Utilities Authority
Proposed Monitoring Well(s)
West Windsor Twp., Mercer County, NJ**

PART 1- GENERAL

1.1 DESCRIPTION

These specifications provide details for conducting a soil boring and geophysical logging for the installation of three (3) 4-inch diameter monitoring wells for the purpose of confirming stratigraphy and water quality sampling and analysis to further evaluate the potential hydraulic connection to contaminated sites in the area surrounding East Windsor Municipal Utilities Authority (EWMUA) proposed water treatment site. The well sites are approximately 2,500 feet north of the intersection of Old Trenton Rd and Millstone Rd. in East Windsor, NJ as shown on the attached Figure 1. The overall scope includes conducting a test boring followed by geophysical borehole logging; then after data interpretation, drilling and installation of three (3) 4-inch diameter PVC monitoring wells along with development, short-term yield/water level testing and collection of water quality samples. The three monitoring wells will be installed as a “cluster”, one well in the Upper PRM, one well in the Middle PRM (Farrington Sand) and one well in the Middle PRM (Potomac). The well cluster will be located near the southeast corner of the EWMUA property, as shown on Figure 1.

Initially, a Pilot Hole (test boring) will be advanced using mud rotary drilling and sampled using split-spoon soil sampling and undisturbed soil sample collection (Shelby Tube) in specific strata to assess stratigraphy to a depth of approximately 200 feet below ground surface (bgs) and final well construction design. At the completion of the soil boring, geophysical logging of the borehole will be conducted. One monitoring well is to be installed in 8-inch diameter borehole with a 4-inch diameter PVC single cased, as an unconsolidated gravel packed well. Two monitoring wells will be “double cased” with 8-inch diameter steel casing (threaded and coupled) installed in a 12-inch diameter borehole, socketed 10 feet into the respective semi-confining layer above each aquifer unit, and pressure grouted, then extending an 8-inch diameter borehole to completion depth (one in the Farrington Sand and the other in the Potomac) for installing 4-inch diameter PVC single cased unconsolidated gravel pack wells using mud rotary drilling. After successful installation, the wells will be developed by over pumping and/or air lifting methods, and short-term yield/water level testing, as noted below.

1.2 RELATED WORK

Although it is not to be considered comprehensive, attention is brought to the following specifications listed elsewhere that are particularly pertinent:

NJDEP Applicable and Relevant Rules and Regulations on water well construction, installation, water quality, etc., specifically N.J.A.C. 7:9D

PART 2- MATERIALS AND EQUIPMENT

2.1 MONITORING WELL INSTALLATION

The following are to be included for the installation of the well:

- Pilot Hole (1) with continuous and interval split-spoon sampling and collection of undisturbed soil samples (Shelby Tube) in specific confining stratum
- Geophysical Logging of the pilot hole to depth of approximately 200 feet
- Monitoring Well Installation
 - 4-inch diameter PVC Schedule 40, 20 slot well screen
 - 4-inch diameter PVC Schedule 40 casing to 3' above grade
 - 8-inch diameter steel casing (25.5 lbs/ft, 0.277 minimum wall thickness) with thread/couplings
 - Gravel Pack (to match screen slot size)
 - Tremie pressure grouting of outer and inner casings.
 - Protective Wellhead lockable stick-up casing assembly with cement collar.
- Well Development until a clear and turbid free discharge is obtained.
- Water Quality Sampling (should follow NJDEP protocol, after 2-week stabilization period).

All PVC slot screen and casing shall be new and conform to ASTM D1785 (or latest revision).

Grout material shall meet the requirements of NJAC 7:9D-2.9.

Gravel filter pack shall meet the requirements of NJAC 7:9D-2.3(f).

PART 3- EXECUTION/INSTALLATION

3.1 MONITORING WELLS

3.1.1 Well Drilling

The Drilling Contractor shall inspect the existing proposed well site and access conditions and prepare a lay-down area as needed for the completion of the well drilling and development/test pump installation to provide for a safe and proper working environment. The Drilling Contractor shall repair all damage to the existing roads, fences, grass areas, parking areas, and other disturbed site improvements.

The proposed monitoring well cluster will be located on property about 2,500 ft. north of Old Trenton Road and Millstone Road, in East Windsor Township, Mercer County. The site is adjacent to the approximate 98-acre property currently owned by the East Windsor Municipal Utilities Authority as the wastewater treatment site. The land use is predominantly agricultural, with the wastewater operations to the eastern end of the site, undeveloped to the north and south, and with a residential area to the west. The monitoring well cluster would include:

- one 4-inch PVC diameter well constructed with 15 to 20 feet of 20 slot well screen into the Upper PRM Aquifer (Magothy Formation) (i.e. the unconfined formation at the site, at a depth ranging from approximately 30 to 40 feet);
- one 4-inch diameter double cased PVC well with 8-inch outer steel casing set a minimum of 10 feet into the Woodbridge Clay member of the Raritan Formation and pressure grouted will be constructed with 25 feet of 20 slot well screen into the Middle PRM Aquifer (also referred to as the Farrington Sand of the Raritan Formation) at a depth ranging from approximately 100 to 125 feet; and
- one 4-inch diameter double cased PVC well with 8-inch diameter steel casing set a minimum of 10 feet into the upper confining unit of the Potomac Formation and pressure grouted with 25 feet of 20 slot well screen installed into the lower Middle PRM (also referred to as the Potomac Formation aquifer), at a depth of approximately 170 to 195 feet. The depths of these wells and casing will be confirmed after the Pilot Hole and geophysical logging is completed.
- Once installed, the monitoring wells will be sufficiently developed using temporary submersible pumps and controls and temporary discharge controls to allow for the collection of formation-representative water quality samples. (NJDEP Field Sampling Procedures Manual requires a 14-day stabilization period before sampling).

It is recommended that the well installation begins with advancing a minimum 4-inch diameter Pilot Hole using mud rotary drilling with casing advancement for the purposes of conducting split-spoon soil sampling and collection of undisturbed soil samples for Geotechnical laboratory analysis. Larger diameter surface over casing, such as 12-inch diameter is also recommended. The split-spoon soil samples are generally to be obtained at 5-foot intervals, however, when the semi-confining units are encountered during drilling or sampling, continuous alternating split-spoon sampling, drill out, followed by undisturbed soil sample (Shelby Tube) collection will be conducted. The undisturbed soil sample (Shelby Tubes) are to be properly handled, capped with wax and sealed, and maintained upright for transport. Up to four undisturbed soil samples are to be obtained from each of the two semi-confining units (Woodbridge Clay member of the Raritan and upper confining layer of the Potomac Formation). The Pilot Hole boring is to be advanced to a depth of approximately 200 feet bgs.

The soil samples collected by split-spoon sampling are to be visually and texturally examined in the field and classified to the Unified Soil Classification System (USCS) with description, depth interval, maintained on a log. The split-spoon soil samples are to be retained and placed in a properly labeled sealed container with the sample date, depth interval, blow counts, boxed and provided to the EWMUA Project Manager and the Hydrogeologist. The undisturbed soil sample (Shelby Tubes) are to be relinquished to a Geotechnical Laboratory for analysis of vertical and horizontal permeability analysis and the soil sample visually and texturally classified to the USCS. The laboratory results of these analyses are to be provided to EWMUA Project Manager and the Hydrogeologist.

After the Pilot Hole soil sampling is completed at the proposed depth, the casing will be removed from the borehole leaving the outer surface casing in place. The Pilot Hole would then be reamed to 6 to 8-inch diameter to conduct geophysical logging as noted below.

The on-site area surrounding the well shall be maintained in an orderly and refuse-free condition, and surface water shall be diverted away from the well. All water used during drilling and grouting, the water must be obtained from a potable, tested source of supply. Contractor shall install and maintain appropriate erosion and sedimentation controls and measures to handle all runoff/discharge water related to the well drilling operation. The Contractor will be required to collect and manage the drill cuttings at an onsite location to be determined.

3.1.2 Geophysical Logging

After the Pilot Hole is reamed to depth, geophysical logs including at a minimum, natural gamma, spontaneous potential and electric resistivity (short, long and single point), will be conducted. in the Middle PRM (semi- confined) monitoring well. The Contractor is responsible to assure that the geophysical logging instruments and equipment are in proper working condition and decontaminated before use. The Contractor must supply a trained and expert crew to operate the geophysical logging equipment. Hard “copies” of the geophysical log and the digital output files of the log (in such format as required by the New Jersey Geologic Survey) will be made available to the Hydrogeologist.

3.1.3 Well Screen

The well screen shall be slotted PVC design, Schedule 40, 4-inch diameter. The length and depth setting of screen for each well will be based on the soil sampling and geophysical log, but preliminary information suggests that the Upper PRM well will be screened from 25 to 40 feet bgs, Middle PRM (Farrington Sand) will be screened from 100 to 125 feet bgs and the Middle PRM (Potomac Aquifer) well screened from 170 to 195 feet'. Well screen 20 slot with compatible gravel pack, and final depth interval of the screen will be determined based on results of the Pilot Hole boring, geophysics and in accordance with NJAC 7:9D-2.3(f).

The screen must have adequate strength to resist external forces applied to it after installation and to minimize the likelihood of damage during installation. The screen must have no change of alignment at any joint after installation. The contractor shall submit for approval drawing and other information showing the design and method of construction of the screen.

3.1.4 Casing

The inside casing shall be brought up to grade from the top of the screen. The casing shall be PVC, schedule 40, 4-inch diameter, flush thread and shall meet the requirements of ASTM D1785 (or latest revision). Filter pack Gravel (see Section 3.1.5) shall cover the screen interval to a maximum of 5 feet above the top of screen and must also be 5 feet below the bottom of confiner layers above.

The outer casing of the double cased well shall be constructed of 8-inch diameter steel casing (25.5 lb/ft) with a minimum wall thickness of 0.277 inches and threaded for couplings. The outer casing of the double cased well shall be installed in a 12-inch diameter borehole and extend from grade to a minimum of 10 feet into the semi-confining layer and sealed using tremie pressure grout method.

3.1.5 Gravel Filter

The gravel filter must be placed hydraulically to ensure the placement of gravel around the screen, feeding the same from the surface so as to build up the gravel wall around the screen from the bottom up

as the graveling process proceeds. Cape May gravel, or equivalent shall be used; the size determined by the Contractor in accordance with the characteristics of the water-bearing formation; such size and specifications to be reviewed and confirmed by the Engineer. The material shall be 95% siliceous with not more than 5% calcareous material by weight. The characteristics of the formation shall be determined through grain size analysis performed on the split spoon and ditch samples taken during the pilot hole drilling. See above on screen and filter gravel. The bottom of the screen shall be properly capped with PVC bottom plug.

3.1.6 Well Development

The water-bearing formation shall then be developed to produce water as efficiently as possible with a minimum of drawdown in accordance with NJAC 7:9D-2.11. **Development must be performed until a clear, turbid free discharge is obtained for a minimum of 8 hours.** Methods of development can include but are not limited to initial swab of the screen, surging and bailing and pump surging to free the inside of the screen from sand and to produce clear water free of sand. The Contractor shall record improvements in the well specific capacity during development and measurements of the gravel pack depth. Records of development data obtained during development shall be submitted to the EWMUA Project Manager and Hydrogeologist for review and acceptance of the capacity and efficiency. Contractor is required to install and maintain all appropriate erosion and sedimentation controls to manage the development/discharge water. Contractor must continue development until discharge water is clear and free of fines, based on the judgment of the EWMUA Project Manager and Hydrogeologist.

3.1.7 Monitoring Well Rate Testing

Upon successful completion of the well and all well development work, limited short duration pump testing shall be conducted for the Middle PRM wells installed in the Raritan Formation Farrington Sand and Potomac Aquifer. This limited short duration pump test will be conducted in the presence of the Hydrogeologist, in order to identify a maximum sustained rate from the well, and pump the well for a minimum 4-hour period and to collect a representative raw water sample. The Contractor shall furnish all labor, material and equipment for this testing. The test pump will be a temporary submersible pump. The test pump shall be set with the intake at depth necessary to ensure up to a maximum pumping rate of 50 gpm.

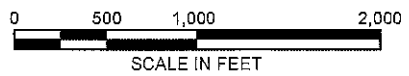
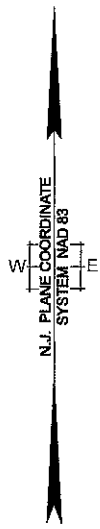
A 1-1/2-inch PVC drop line will be installed for the testing. The PVC drop line must be free and clear for the installation of pressure transducers with up to a 1-inch diameter. Flow volumes are to be measured using an in line analog or magnetic flow meter. The Contractor shall furnish all necessary discharge piping for the pumping test, which shall be of sufficient size and length to conduct the water being pumped a sufficient distance away for the work site. Discharge from the test will be the responsibility of the Contractor. Contractor is required to install and maintain all appropriate erosion and sedimentation controls to manage the test discharge water. **The well head is also to be equipped with throttle valve for controlling flow, pressure gauge and backflow prevention (check valve) to stop back-flow of water in the pump column and discharge hose to occur at the start of recovery.**

3.1.8 Water Quality Sampling

Contractor shall arrange for water sample collection at the end of the 4-hour rate testing. The sample shall be analyzed for new source sampling as per N.J.A.C. 7:10 (Safe Drinking Water Act Rules), et seq,

as provided below. Contractor must coordinate with EWMUA Project Manager and Hydrogeologist which will be present for the sampling and will collect split samples.

Secondary Standards	Inorganic Contaminants	Synthetic Organic Compounds	Volatile Organic Compounds (VOCs) (Complete VOC Scan)
Physical Characteristics	Contaminants (ppb)	Contaminants (ppb)	Contaminants (ppb)
Color (units)	Antimony	Alachlor	Benzene
pH (optimum range)	Arsenic	Aldicarb	Carbon Tetrachloride
Odor (threshold number)	Asbestos, fibers/liter	Aldicarb Sulfone	meta-Dichlorobenzene
Taste	Barium	Aldicarb Sulfoxide	ortho-Dichlorobenzene
Coliform Bacteria	Beryllium	Atrazine	para-Dichlorobenzene
Turbidity (units)	Cadmium	Benzo[a]pyrene(PAHs)	1,1-Dichloroethane
Chemical Characteristics (ppm)	Chromium (Hexavalent Cr+6)	Carbofuran	1,2-Dichloroethane
ABS/L.A.S.	Copper	Chlordane	1,1-Dichloroethylene
Aluminum	Cyanide	Dalapon	cis-1,2-Dichloroethylene
Chlorides	Lead	Dibromochloropropane (DBCP)	trans-1,2-Dichloroethylene
Fluoride	Mercury	Di[ethylhexyl]adipate	1,2-Dichloropropane
Free Carbonic Acid (CO ₂)	Nickel	Di[ethylhexyl]phthalate	Dichloromethane
Carbonate Hardness	Nitrate Nitrogen as NO ₃	Dinoseb	Ethylbenzene
Non-Carbonate Hardness	Nitrite (combined nitrate/nitrite)	Diquat	Methyl-tertiary Butyl Ether
Calcium Hardness	Selenium	Endothall	Methylene Chloride
Total Hardness	Thallium	Endrin	Monochlorobenzene
Manganese	Lithium	Ethylene dibromide	Naphthalene
Iron		Glyphosphate	Petroleum Hydrocarbons
Silver		Heptachlor	Styrene
Sulfate (SO ₄)		Heptachlor Epoxide	1,1,2,2-Tetachloroethane
Sodium		Hexachlorobenzene	Tetrachloroethylene
Alkalinity – M.O.		Hexachlorocyclopentadiene	Toluene
Total Dissolved Solids		Lindane	1,2,4-Trichlorobenzene
Zinc		Methoxychlor	1,1,1-Trichloroethane
		Oxamyl (Vydate)	1,1,2-Trichloroethane
		PCBs	Trichloroethylene
		Pentachlorophenol	Vinyl Chloride
Radiological		Picloram	Xylenes (total)
Contaminants (pCi/L)		Simazine	Chlorobenzene
Radon		Toxaphene	
Radium – 226		2,3,7,6-TCDD (Dioxin)	
Radium – 228		2,4-D	
Gross Alpha*		2,4,5-TP (Silvex)	
Uranium		Perfluorooctanoic Acids (PFOAs and PFAs) PFNA, PFOS GENX	
*-Gross Alpha must be tested within 48 hours of collecting samples and shall be of the precipitation method (711-OC) or the evaporation method (900.0). All Gross Alpha samples must be collected in bottles acidified with hydrochloric acid.			



EAST WINDSOR
MUNICIPAL UTILITIES AUTHORITY
7 MILLSTONE DRIVE
EAST WINDSOR, NJ 08512
PHONE: 609.849.0000 FAX: 609.442.3075

Proposed Area for Monitoring Well Cluster
EWMUA - PWS Wells 9 and 10



PROJECT LOCATION:
180 Millstone Rd.
East Windsor, NJ 08512
Mercer County

SCALE: 1" = 1,000'
DATE: 2/21/25

Permit #5005, Activity # WAP160001
Wells Nos. 9 and 10

FIGURE
1

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.

East Windsor MUA shall not be responsible for contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractor(s), or for any failure of contractor(s) to comply with laws, rules, or regulations. To the fullest extent as permitted by law, including, but not limited to the protections afforded professional engineers pursuant to **Title 17, et seq.**, neither East Windsor MUA nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by construction contractors or others not under the employment of East Windsor MUA. East Windsor MUA expressly does not assume responsibility for the implementation, discharge or monitoring of safety standards or practices with respect to the construction project or site for anyone other than East Windsor MUA's employees.

East Windsor MUA shall not be responsible for any failure by the Client's contractor or subcontractor to comply with applicable laws, rules, or regulations governing project safety. To the fullest extent permitted by law, neither East Windsor MUA nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom East Windsor MUA is not responsible under this Agreement. East Windsor MUA shall only be responsible for the adherence and compliance of all East Windsor MUA employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the applicable laws and regulations.

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 : **Construction of Monitoring Wells**

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 X ____ :

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 X ____ 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. §12101 et seq.)), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 East Windsor MUA Monitoring Wells PIB-7

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 be issued 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 shall be assessed for every day the successful Bidder fails to substantially complete the Contract after the completion date, as more fully set forth in General Conditions.

Contract Security (required for this Bid): Yes X 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

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

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

Property damage liability

Property damage liability combined single limit, two million dollars (\$2,000,000.00)

Comprehensive Automobile Liability

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

Bodily injury liability and property damage liability

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

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.

Pollution Liability Insurance (If Applicable)

Pollution Liability Insurance covering discharges, spills or release of contaminants or hazardous materials caused (or alleged to be caused) by the Contractor/Subcontractor with minimum limits of \$3,000,000 per claim/occurrence and in the aggregate. If Such coverage is claims-made, it shall be maintained for a minimum of three (3) years following the final payment for the work hereunder.

East Windsor Municipal Utilities Authority

BID DOCUMENT CHECKLIST*

The following checklist is provided as assistance to the development of the Bid Response. It in no way supersedes or replaces the requirements of the Bid. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your Bid.

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input checked="" type="checkbox"/>	Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input checked="" type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration Certificate – Prior to Contract Award	
<input checked="" type="checkbox"/>	Affidavit of Compliance – Township of East Windsor	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input checked="" type="checkbox"/>	Acknowledgement of Addenda	
<input checked="" type="checkbox"/>	Original Copy and Two (2) additional copies – with Original Signatures	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

STOCKHOLDER DISCLOSURE CERTIFICATION
(MANDATORY REQUIREMENT)

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

____ Partnership ____ Corporation ____ Sole Proprietorship

____ Limited Partnership ____ Limited Liability Company ____ Limited Liability Partnership

____ Subchapter S Corporation ____ Non-Profit Corporation ____ Other _____

**PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW
THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.**

Stockholders

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

Affiant)

(Print Name & Title

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(name of affiant)
_____ in the County of _____
(name of municipality)
and State of _____ of full age, being duly sworn according to
law on my oath depose and say that:

I am _____ of the firm of
(title or position)
_____ the Proponent making this Proposal
(name of firm)
for the proposal entitled _____, and that I executed
the said
(title of proposal)
proposal with full authority to do so that said Proponent has not, directly or indirectly
entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive contracting proposals in connection with the
above named project; and that all statements contained in said proposal and in
this affidavit are true and correct, and made with full knowledge that the
_____ relies upon the
(name of contracting unit)
truth of the statements contained in said Proposal and in the statements contained
in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
before me this day
_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the
bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name Federal I.D. # or Social Security # _____

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES_____ NO

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES_____ NO

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

DATE: _____

COMPANY NAME

SIGNATURE: _____

TOWNSHIP OF EAST WINDSOR

AFFIDAVIT OF COMPLIANCE WITH
SECTION 2.36 OF THE REVISED GENERAL ORDINANCES OF
EAST WINDSOR TOWNSHIP

State _____;
of _____ : ss
of _____;
County of _____

I, _____
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that I am aware of the provisions of Section 2.36 of the Revised General Ordinances of East Windsor Township, which was enacted by Ordinance No. 2004-21 adopted by the East Windsor Township Council on January 1, 2005 and made effective as of April 1, 2005. In accordance with that Ordinance, I further declare that neither the professional business entity with which I am associated, nor I, have made any contributions in excess of the limits permitted under Section I, subparagraph (d) of the said Ordinance within the past calendar year, to any East Windsor Township Council candidate or office holder, or to any municipal or county party committee or to any political action committee that is organized for the purpose of promoting or supporting East Windsor Township candidates or office holders. I further declare that I am aware that if it is determined that such contributions have been made, that it will be deemed as a material breach of any professional services agreement that have entered into with the Township of East Windsor and that may be subject to penalties as may be provided by law, including those set forth in Section 2.36 of the Revised General Ordinances of East Windsor Township.

Signature of Person Making Affidavit

Sworn and subscribed to before me this

_____ day of _____, 20____

My Conlmission expires_____

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

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

Vendor's Email Address

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

STANDARD BID DOCUMENT REFERENCE

	Reference: III
Name of Form:	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
Statutory Reference:	N.J.S.A. 40A:11-23c. 1), 2), & 3)
Instructions Reference:	Interpretation and Addenda III
Description:	Recommended administrative method for securing Acknowledgment of receipt of addenda by bidders

This form could be used for complex purchases.

Should it be necessary to issue addenda, it is recommended that an acknowledgement form for receipt of addenda accompany same.

Publishing & Notice Requirements for Bid Addenda

N.J.S.A. 40A:11-23c, 1), 2), & 3)

TYPE OF BID SOLICITATION

	Goods & Services	Construction Work	Municipal Solid Waste Collection & Disposal Service
Action			
Publish in official newspaper of the contracting unit	Yes	Not required	Published in an official newspaper, and in at least one newspaper of general circulation published in the State.
Publication Time	No later than 7 days, Saturdays, Sundays, & holidays excepted, prior to the date for acceptance of bids.	A notice shall be provided no later than 7 days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package.*	No later than 7 days, Saturdays, Sundays, & holidays excepted, prior to the date for acceptance of bids.
In writing by certified mail <u>or by:</u>	Yes	Yes	While the Local Public Contracts Law does not specifically provide for these three methods, it may be a best practice to use any one of the three.
...Certified facsimile transmission** <u>or by:</u>	Yes	Yes	
...A delivery service***	Yes	Yes	

* For all construction work contracts a notice must be provided, but the placement of an official newspaper notice is not statutorily required.

** Sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful.

*** Delivery service provides certification of delivery to the sender.

East Windsor MUA

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE