



**Sludge Hauling Bid Documents
November 2025 – October 2027**

To be received on October 28, 2025
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

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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
November 2025 – October 2027**

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 October 28, 2025**

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 A bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. No bid may be withdrawn for a period of sixty (60) days.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 <https://eastwindsormua.com/>.

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 shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. seq.

By: Richard Brand, Executive Director

Date: 10/8/2025

East Windsor Municipal Utilities Authority

Instructions to Bidders and Statutory Requirements

I. 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.

II. Submission of Bids

- A. Sealed bids shall be received by the East Windsor Municipal Utilities Authority, hereinafter referred to as "EWMUA," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the EWMUA 7 Wiltshire Dr, East Windsor, NJ 08520 at **10:00 am on October 28, 2025** as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

- C. The bid shall be submitted in a sealed envelope: (1) addressed to East Windsor M.U.A., 7 Wiltshire Dr, East Windsor, NJ 08520, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids must be hand delivered or mailed to the EWMUA Administrative Office no later than **10:00 am on October 28, 2025**; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Telephone, facsimile or email bid submissions WILL NOT be accepted. All bid proposals will be date and time stamped upon receipt. Bids received after the designated time and date will be returned unopened to the bidder.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail, if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

III. 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.

IV. Bid Security and Bonding Requirements

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

A. Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee is a mandatory cause of the bid to be rejected.

B. Consent of Surety

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety is a mandatory cause of the bid to be rejected.

C. Performance Bond

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit a performance bond with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. Labor and Material (Payment) Bond

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. Maintenance Bond

Upon acceptance of the work by the EWMUA, the contractor shall submit a maintenance bond (N.J.S.A. 40A: 11-16.3) in an amount not to exceed ___% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 year
- 2 years

V. Interpretation and Addenda

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.

Any interpretation and/or clarification of the meaning of the specifications must be addressed in writing to:

Richard Brand
EWMUA
7 Wiltshire Dr
East Windsor, NJ 08520
adminassistant@eastwindsormua.com

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all Their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time

shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Requests for interpretations or clarifications shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:1123c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

VI. Insurance and Indemnification

The insurance documents indicated by an (X) shall be included but are not limited to the following coverages.

A. Insurance Requirements

1. Workers' Compensation Insurance

Workers' Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person, and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

The Contractor's insurance company shall provide written notice to the Authority at least fifteen (15) days prior to the cancellation, alteration or expiration of any of the aforementioned policies of insurance.

B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. Indemnification

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants

or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VII. Pricing information for Preparation of Bids

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

VIII. Statutory and Other Requirements

The following are mandatory requirements of this bid and contract.

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4 et. seq.
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4 et seq.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project

workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7 et seq.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. Stockholder/Ownership Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

Failure to submit the stockholder disclosure documents is a mandatory cause of the bid to be rejected.

D. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit the proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on

contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. Disclosure of Investment Activities in Iran and Prohibited Activities with Russia or Belarus

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 attached to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Pursuant to Public Law 2022, c. 3 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification attached to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the NJ Department of Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus. The NJ Department of Treasury's list is found on the State of

New Jersey, Department of Treasury website at <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>.

F. Pay to Play

Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

G. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal.

H. Acknowledgement of Receipt of Addenda

All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid.

Failure to submit the acknowledgement of receipt of addenda is a mandatory cause of the bid to be rejected.

I. Exceptions/Variations

Exceptions and variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

J. New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical

name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

K. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

L. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program."
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting, and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

M. New Jersey/Federal Debarred List

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer’s List of Debarred, Suspended, or Disqualified Bidders.

N. Bidder Questionnaire

The bidder shall submit with the bid the completed questionnaire, providing information related to the business, equipment, references, present and prior contracts, and proposed subcontractors.

IX. Method of Contract Award

A. The contract the Authority intends to award as a result of this solicitation will be for:

A twenty-four (24) month period beginning upon award anticipated on November 1, 2025 and ending on October 31, 2027. The contract can be extended for up to two (2) additional 12-month periods, solely at the owner’s discretion.

B. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section IX, Termination of Contract, Sub-section F, for additional information.

C. The Owner shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for

such longer period as may be agreed. All bidders will be notified of the EWMUA's decision, in writing by certified mail.

- D. The Owner reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Owner rejects all bids; the Owner shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays exempted, prior to the date for acceptance of bids.
- E. Within fourteen (14) calendar days of the award of the contract, the Owner shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the EWMUA to declare the contractor non-responsive and to award the contract to the next lowest bidder.
- F. 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.

X. Causes for Rejecting Bids

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

XI. Termination of the Contract

- A. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Owner, who may thereupon employ the necessary labor to perform the work or readvertise or re-let work, at the expense of the offending Contractor and his sureties.
- B. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- C. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- D. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- E. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- F. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- G. Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

H. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

I. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XII. 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.

XIII. 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.

XIV. 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.

XV. Payment

A. Payment will be made within 30 days of submission of invoices to the Authority in the manner required of contracting organizations in New Jersey.

B. All invoices issued by the successful bidder shall make reference to the Authority's purchase order number, which will be issued by the Authority at the time of the award and

subsequently from time-to-time, as necessary. All purchase orders shall be signed by the vendor in the space provided for “claimant’s declaration”.

XVI. Term of Contract

The contract the Authority intends to award as a result of this solicitation will go into effect immediately upon award and signing by the parties, and will continue for a twenty-four (24) month period following award of a contract. The contract can be extended for up to two (2) additional 12-month periods, solely at the owner’s discretion.

East Windsor Municipal Utilities Authority

BID DOCUMENT CHECKLIST

Reference in Bid Document	Required by Owner	Document	Initial each required entry and if required submit the item
Specifications	<input checked="" type="checkbox"/>	Bid Proposal Form	
V VIII H	<input checked="" type="checkbox"/>	Acknowledgment of Receipt of Addenda Failure to submit shall result in rejection of the bid	
VIII I	<input checked="" type="checkbox"/>	Exceptions/Variations	
IV A	<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond) Failure to submit shall result in rejection of the bid	
IV B	<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price) Failure to submit shall result in rejection of the bid	
VIII A	<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language (Exhibit A & B) Affirmative Action Compliance Notice	
VIII B	<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
VIII C	<input checked="" type="checkbox"/>	Stockholder/Ownership Disclosure Certification Failure to submit shall result in rejection of the bid	
VIII D	<input checked="" type="checkbox"/>	Proof of Business Registration	
VIII E	<input checked="" type="checkbox"/>	Disclosure of Prohibited Activities in Russian and Belarus & Investment Activities in Iran	
VIII F	<input checked="" type="checkbox"/>	Pay to Play Vendor Certification	
VIII G	<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
VIII J	<input type="checkbox"/>	NJ Worker and Community Right to Know	
VIII K	<input type="checkbox"/>	Prevailing Wage	
VIII L	<input type="checkbox"/>	Public Works Contractor Certificate	
VIII Q	<input checked="" type="checkbox"/>	NJ Debarred List	
VIII Q	<input checked="" type="checkbox"/>	Federal Debarred List	
Specifications	<input checked="" type="checkbox"/>	Bidder Questionnaire	

Specifications	<input checked="" type="checkbox"/>	Affidavit of Compliance with Section 2.36 of the Revised General Ordinances of East Windsor Township	
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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: _____

Email Address: _____

By: _____
Signature/Title

Print Name

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)

No addenda were received

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXCEPTIONS/VARIATIONS

List any and all exceptions and variations to specifications below.

The East Windsor Municipal Utilities Authority reserves the right to accept or reject bids and to award contract based on the best interest of the Authority.

If no exceptions, state NOTE.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BID GUARANTEE

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (), or a Certified or Cashier's Check (), payable to the order of the East Windsor Municipal Utilities Authority in the sum of

_____ Dollars (\$_____)

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project or to furnish the Performance Bond required within the stipulated time, otherwise the check will be returned to the undersigned.

The undersigned is a:

- corporation
- individual
- partnership
- limited liability company

under the laws of the State of _____ having

principal offices at _____

Telephone number: _____

Trade name of bidder: _____

1. Signed by _____

Signature _____

Title _____

2. Signed by _____

Signature _____

Title _____

3. Signed by _____

Signature _____

Title _____

Signed this _____ day of _____, 20_____.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved. Attach additional signature sheets in the above form, if necessary.

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: East Windsor Municipal Utilities Authority
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to the East Windsor Municipal Utilities Authority a performance bond 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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

(REVISED 4/10)

EXHIBIT B

**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**

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer advising the labor union 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to provide such opportunities minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with this equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation as with applicable State and Federal court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or woman worker;

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and nondiscrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be consideration for employment as described in (i) above whenever vacancies occur. At the request of the Division the contractor or subcontractor shall provide evidence of its good faith efforts to employ woman and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontract shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division through its website for the distribution to and completion by the contractor, in

accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

CONSTRUCTION CONTRACTS

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The

undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence. The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

The contractor and the East Windsor Municipal Utilities Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding 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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***East Windsor Municipal Utilities Authority*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***East Windsor Municipal Utilities Authority*** to notify the ***East Windsor Municipal Utilities Authority*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***East Windsor Municipal Utilities Authority*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	
Signature:	
Title:	
Date:	

BUSINESS REGISTRATION CERTIFICATE

As a condition to enter into a contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the used tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

A copy of the current New Jersey Business Registration Certificate must be submitted at the time of the bid proposal.

NON-COMPLIANCE RENDERS BID NON-RESPONSIVE AND INCURABLE.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

PAY TO PLAY VENDOR CERTIFICATION

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ 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) (name of firm)

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

Signature

_____, 2 ____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program."
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting, and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer’s List of Debarred, Suspended, or Disqualified Bidders.

The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer’s List. The NJ DEP if the Contractor commits any of the acts listed in N.J.A.C 7:1D-2.2.

STATE OF NEW JERSEY

COUNTY OF

I, _____ of the City _____

In the County of _____ and the State of _____

of full age, Being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above-named work, and That I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at any time prior, and during the life of this contract, including the Guarantee Period, that the East Windsor Municipal Utilities Authority shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, Suspension and/or disqualification in contracting with the State of New Jersey and

the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1 D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn

Before me this _____ day

Of _____ 20 _____

Notary Public of _____

My commission expires _____, 20 _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **East Windsor Municipal Utilities Authority**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **East Windsor Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **East Windsor Municipal Utilities Authority** to notify the **East Windsor Municipal Utilities Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **East Windsor Municipal Utilities Authority**, permitting the **East Windsor Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Physical Address

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>East Windsor Municipal Utilities Authority</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>East Windsor Municipal Utilities Authority</i> to notify the <i>East Windsor Municipal Utilities Authority</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>East Windsor Municipal Utilities Authority</i>, permitting the <i>East Windsor Municipal Utilities Authority</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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 contact person:

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

Yes No ; If your answer is no, state your principal place of business: _____

- 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

--	--

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

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 questions #4 and #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:

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 references.

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 in questions #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 that 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:

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 in question #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 information 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 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

Sworn and subscribed to before me this
_____ day of _____, 2025

My Commission expires _____

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

State of _____ :

: SS

County of _____ ;

I, _____ being duly sworn,
(Name of Professional Business Entity(s) if a corporation, name of officer make affidavit)

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 1, 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 candidate 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 Ordinance of East Windsor Township.

Signature of Person Make Affidavit

Sworn and subscribed to before me this

_____ day of _____, 2025

My Commission expires _____

Appendix A
Technical Specifications
East Windsor Municipal Utilities Authority

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.

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 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 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.

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.
- 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 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 enroute thereto.
- 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 from 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 Section 11 of these Specifications 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.

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 enroute thereto.
- 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 Section 12 of these Specifications 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.