EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
7 WILTSHIRE DRIVE
EAST WINDSOR, NEW JERSEY 08520-1297
PHONE: 609/443-6000 FAX: 609/443-3928

EMERGENCY WATER/SEWER MAIN REPAIRS

Bid Opening:
November 6, 2026 at 2:00 pm

In the Administration Building located at
7 Wiltshire Drive
East Windsor, New Jersey 08520

Phone: 609-443-6000
Fax: 609-443-3928

NOTICE TO BIDDERS

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

WILL ACCEPT BIDS FOR
EMERGENCY WATER/SEWER MAIN REPAIRS

NOTICE IS HEREBY GIVEN by the East Windsor Municipal Utilities Authority, that **sealed proprietary bids** addressed to Richard Brand, Executive Director, will be received up to **2:00 p.m.,** prevailing time on **NOVEMBER 6, 2026** at the East Windsor Municipal Utilities Authority Administration Building at 7 Wiltshire Drive, East Windsor, NJ 08520.

At which time, sealed bids will be publicly opened and thereafter read aloud in the Conference Room of the East Windsor Municipal Utilities Authority's Administration Building.

SEALED PACKAGE or SEALED ENVELOPE MUST BE ENDORSED AS FOLLOWS:
EMERGENCY WATER/SEWER MAIN REPAIRS

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.

PROPRIETARY BID MUST BE SEALED, ADDRESSED AND DELIVERED TO: Richard Brand, Executive Director, 7 Wiltshire Drive, East Windsor, NJ 08520. Bids will not be accepted after **2:00 p.m.** on **NOVEMBER 6, 2026.**

Required bidder information can be found in the bid documents. Bidders are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

By: Richard Brand, Executive Director Date: October 22, 2026

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 at 7 Wiltshire Dr, East Windsor, NJ 08520 at **2:00 pm on November 6, 2026** 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 **2:00 pm on November 6, 2026**; 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.

☒ 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.

☒ 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.

☐ 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.

Not required for this bid.

☐ 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

Not required for this bid.

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 any one person, and $1,000,000 any one accident for bodily injury and $1,000,000 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. Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. 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.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner and the participating cooperative pricing

members. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

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 contacting 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/lsse/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.

O. ☒ Affidavit of Compliance with Section 2.36 of the Revised General Ordinances of East Windsor Township

The bidder shall submit with the bid the completed Affidavit, declaring that certain political contributions have not been made to applicable candidates, officials, party committees, or political action committees.

IX. Method of Contract Award

A. The length of the contract shall be stated in the technical specifications. 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 X, Termination of Contract, Sub-section F, for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. 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.

D. 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.

E. 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.

F. The EWMUA reserves the right to award the contract on a per bid line-item unit price basis to the lowest responsible bidder for each respective bid line-item. Multiple contract awardees are possible.

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. 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".

East Windsor Municipal Utilities Authority

Bid Technical Specifications

General

The East Windsor Municipal Utilities Authority (EWMUA) operates and maintains a water distribution and wastewater collection system consisting of approximately 200 miles of water and sewer mains. Water mains range in diameter from 4 inches to 16 inches, while sewer mains range from 6 inches to 36 inches in diameter. The system includes both gravity and pressurized pipelines constructed of various materials, including cast iron pipe (CIP), ductile iron pipe (DIP), asbestos cement (AC), polyvinyl chloride (PVC), high-density polyethylene (HDPE), and prestressed concrete pipe.

Purpose and Scope of Services

The purpose of these specifications is to solicit bids from qualified contractors to provide emergency and scheduled repair and maintenance services for the EWMUA's water distribution and wastewater collection systems on an as-needed basis.

Work may be performed at various locations throughout the EWMUA's service area, including paved roadways, utility easements, and other areas where water and sewer infrastructure is located.

Due to the essential nature of the services provided by the EWMUA, the successful contractor shall maintain emergency response capabilities 24 hours per day, seven days per week, including weekends and holidays.

In the event of a water or sewer main break, blockage, equipment failure, or other emergency that disrupts service or poses a threat to public health or safety, a qualified representative of the contractor shall arrive at the designated job site within one (1) hour of notification by the EWMUA. The contractor shall have a qualified work crew, and all necessary equipment, at the designated job site within two (2) hours of verbal notification by the EWMUA.

The contractor shall employ or otherwise have available personnel holding current certifications in HDPE butt fusion and electrofusion welding.

Contract Type

This contract shall be a time-and-materials, open-ended contract for emergency and scheduled repair, maintenance, and replacement services involving the EWMUA's water distribution and wastewater collection systems. Services shall be provided on an as-needed basis in accordance with N.J.A.C. 5:30-11.2 and N.J.A.C. 5:30-11.10, as applicable.

Contract Term and Extensions

The initial contract term shall be two (2) years. Subject to applicable law and mutual agreement between the EWMUA and the contractor, the contract may be extended for up to two (2) additional one-year periods.

Any extension shall require approval by resolution of the EWMUA's governing body and shall be subject to the applicable statutory requirements governing contract renewals, including limitations on price adjustments and the continuation of substantially similar contract terms and conditions.

Emergency Services

For purposes of this contract, an emergency shall be defined as any condition requiring an immediate response to protect public health or safety, maintain essential services, or prevent further damage to EWMUA facilities or infrastructure.

Emergency conditions may include, but are not limited to, water main breaks, sewer main breaks, service line leaks, damaged fire hydrants, sewer blockages, and failures involving the EWMUA's water and wastewater treatment facilities, well houses, and pump stations.

The EWMUA shall have sole discretion to determine whether a particular condition constitutes an emergency.

For emergency work, the contractor shall be prepared to respond and commence necessary services without first submitting a written quotation. Compensation shall be based on the applicable contract rates and the actual labor, equipment, and materials utilized.

The contractor shall own, maintain, or have readily available the equipment, fittings, and materials necessary to perform double line stops and/or install insertion-type valves on pipelines ranging from 4 inches to 16 inches in diameter, as directed by the EWMUA.

Scheduled Projects

All non-emergency repair and maintenance work involving the EWMUA's water distribution and wastewater collection systems and associated appurtenances shall be classified as scheduled work.

For scheduled work, the EWMUA and the contractor shall coordinate to establish an anticipated project schedule and cost estimate prior to commencement.

All work performed under this contract shall be compensated in accordance with the labor, equipment, and material pricing provisions established in the contract.

The EWMUA reserves the right to solicit separate quotations or bids and award contracts to other qualified contractors for specific projects when doing so is determined to be in the EWMUA's best interest, including when another contractor can provide a more cost-effective, efficient, or appropriate method of completing the work.

Utility Markouts and Permits

The contractor shall be responsible for requesting and obtaining all required utility markouts through the applicable underground utility location service prior to commencing excavation activities.

No excavation shall begin until all required utility markouts have been completed and applicable waiting periods have expired.

The contractor shall also be responsible for obtaining all necessary permits and approvals, including municipal, county, and state roadway opening permits, as applicable.

Backfilling and Restoration

The contractor shall be responsible for all excavation backfilling, compaction, and roadway restoration associated with work performed under this contract.

Disturbed landscaped or grass areas shall be backfilled and restored to rough grade unless otherwise directed by the EWMUA.

All curbs, sidewalks, driveways, and other improvements disturbed or damaged during construction shall be restored in accordance with applicable municipal, county, and state standards, as determined by the jurisdiction having authority over the affected property or roadway.

Job Site Safety and Pavement Restoration

The contractor shall maintain a safe and secure work site throughout the duration of all repair activities. Excavations and other potentially hazardous conditions shall not be left unprotected or unattended unless appropriate safety measures, including barricades, fencing, warning lights, and signage, have been installed.

Upon completion of work, the contractor shall remove all debris, surplus materials, and equipment and leave the work area in a safe and orderly condition.

Where asphalt pavement has been disturbed, the contractor shall install a temporary pavement patch prior to leaving the site, unless otherwise authorized by the EWMUA. Temporary patches shall be properly compacted and maintained in a safe and serviceable condition until permanent restoration is completed.

The contractor shall be responsible for maintaining temporary pavement repairs at no additional cost to the EWMUA until permanent restoration is completed.

Permanent pavement restoration shall include removal of the temporary patch and installation of pavement consistent with applicable roadway standards, providing a smooth transition between existing and restored surfaces.

Permanent restoration shall be completed within ninety (90) days during the winter season and sixty (60) days during all other seasons following completion of the repair, unless otherwise directed by the EWMUA or the applicable permitting authority.

Minimum Contractor Qualifications and Contract Requirements

Due to the essential nature of the services provided by the EWMUA, all bidders shall meet the following minimum qualifications and comply with the requirements set forth below.

1. **Experience and References**

- The contractor shall have a minimum of ten (10) years of experience performing work of a similar nature and scope. Each bidder shall provide references demonstrating satisfactory performance of comparable maintenance, repair, or installation projects completed within the preceding five (5) years.
- References shall include the project description, date of completion, name of the entity or customer, contact person, and telephone number.

2. **Equipment and Vehicles**

- Each bidder shall submit a list of construction equipment and vehicles available for use under this contract, including the age and general condition of each item.

3. **Prevailing Wage and Affirmative Action**

- The contractor shall comply with all applicable requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., including the submission of certified payroll records with each applicable request for payment.
- The contractor shall also comply with all applicable affirmative action and equal employment opportunity requirements, including P.L. 1975, c. 127, as amended.

4. **Licenses and Certifications**

- The contractor shall possess and maintain all registrations, licenses, certifications, and other credentials required by the State of New Jersey and any other applicable governmental authority to perform the services specified herein. Proof of all required credentials shall be provided upon request or as otherwise required by the bid documents.

5. Emergency Response Capability

- The contractor shall maintain sufficient personnel, equipment, and vehicles to provide emergency services 24 hours per day, seven days per week, including holidays.
- A qualified representative of the contractor shall arrive at the designated job site within one (1) hour of notification by the EWMUA. The contractor shall have a fully equipped work crew available at the site within two (2) hours of notification.
- The EWMUA shall determine which assignments constitute emergency work.

6. Work Assignments

- Upon notification of required services, the EWMUA shall provide the contractor with the location of the work and available information regarding the nature and scope of the requested services.

7. Service Interruptions

- The contractor shall not interrupt, discontinue, or otherwise disrupt water or sewer service or the operation of EWMUA equipment without prior authorization from the appropriate EWMUA Superintendent or designated representative, except when immediate action is necessary to prevent imminent danger to life or property.

8. Materials and Replacement Parts

- All materials and replacement parts shall conform to EWMUA specifications and applicable industry standards.
- Where a specific manufacturer or product is identified, such as Mueller full-seal repair clamps, an approved equivalent may be accepted, subject to prior written approval by the EWMUA.
- All materials and equipment shall be installed in accordance with the manufacturer's written instructions and recommendations.

9. Warranty

- The contractor shall warrant all workmanship and materials furnished and installed under this contract against defects for a period of two (2) years following completion of the applicable work.
- The contractor shall promptly correct or replace any defective workmanship or materials identified during the warranty period at no additional cost to the EWMUA.

10. Overtime

- Overtime rates shall apply to work performed on weekends, between 5:00 p.m. and 7:00 a.m. on weekdays, and on recognized holidays.

- For purposes of determining holiday overtime, the contractor may recognize up to twelve (12) holidays per calendar year, or the number of holidays observed by the contractor if fewer than twelve (12).

11. Regulatory Compliance

- The contractor shall comply with all applicable federal, state, and local laws, regulations, and safety requirements, including those established by the New Jersey Department of Environmental Protection (NJDEP), the United States Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA).

12. Environmental Responsibility

- The contractor shall be responsible for preventing environmental damage resulting from its operations. Any contamination, discharge, spill, or other adverse environmental impact caused by the contractor shall be promptly reported and remediated in accordance with applicable laws and regulations at the contractor's sole expense.

13. HDPE Welding Certifications

- All personnel performing HDPE pipe fusion shall hold current qualifications or certifications, as applicable, in butt fusion and electrofusion methods.
- The contractor shall provide the EWMUA with a list of personnel qualified to perform such work, together with documentation of their qualifications or certifications.

Assignment and Subcontracting

The contractor shall not sell, transfer, or assign this contract, or any rights or obligations arising hereunder, without the prior written consent of the EWMUA.

No portion of the work shall be subcontracted without prior written approval from the EWMUA or its designated representative. Any approved subcontracting shall not relieve the contractor of its obligations or responsibilities under this contract.

Compliance with Applicable Laws

The contractor shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, rules, and regulations governing the performance of work under this contract.

The contractor shall furnish all labor, materials, equipment, and services necessary to ensure compliance with these requirements.

Material Costs and Property Damage

Unless otherwise specified, labor and equipment charges shall be based on the applicable contract rates and the actual time spent performing authorized work at the job site. Travel time to and from the job site shall not be billable.

Materials furnished by the contractor shall be reimbursed at the contractor's actual net cost plus a markup of ten percent (10%). Supporting supplier invoices shall be provided upon request.

The contractor shall be responsible, at its sole expense, for repairing or replacing any EWMUA or third-party property damaged as a result of the contractor's negligence, improper operations, or failure to comply with applicable requirements.

The contractor shall also be responsible for costs and claims arising from damage to underground utilities caused by its operations, to the extent attributable to the contractor.

Sales Tax Exemption

The EWMUA is exempt from New Jersey Sales and Use Tax to the extent provided by applicable law. Appropriate exemption documentation shall be furnished upon request.

Work Reports and Documentation

Following each emergency response or repair assignment, the contractor shall submit a written report to the appropriate EWMUA Superintendent or designated representative.

The report shall include a description of the work performed, personnel and equipment utilized, actual hours worked, materials and replacement parts installed, and any adjustments or additional repairs necessary to maintain proper system operation.

Supporting documentation, including supplier invoices for materials furnished by the contractor, shall accompany the applicable request for payment.

Payment Terms

Payment shall be made for authorized work actually performed and materials furnished in accordance with the rates and terms established under this contract.

The contractor shall submit detailed invoices identifying the work location, dates of service, labor hours, equipment utilized, applicable contract rates, and materials furnished. The invoice must also include copies of certified payrolls in accordance with the Prevailing Wage rates that have been issued by the New Jersey Department of Labor and Industry.

The EWMUA's regular payment schedule is the third Thursday of each month. Invoices must be received prior to the second Thursday of the month to be considered for payment during that month's regular payment cycle, subject to review, approval, and applicable payment requirements.

Additions and Deletions

During the contract term, including any authorized extensions, the EWMUA reserves the right to add or delete specific services or work locations within the scope of the contract, subject to applicable law. Any authorized additional work shall be compensated in accordance with the established contract rates.

Materials Provided by the EWMUA

The EWMUA anticipates furnishing materials required for most repairs, including pipe, saddles, clamps, fittings, and related components.

When the contractor is directed or authorized to furnish materials, the EWMUA shall reimburse the contractor for the actual net cost of those materials plus a ten percent (10%) markup.

The EWMUA reserves the right to request supporting invoices or other documentation to verify material costs.

EWMUA Rules and Regulations

All work performed under this contract shall comply with the EWMUA's Rules and Regulations for Furnishing Water and Sewer Services, as applicable.

A copy of the EWMUA's Rules and Regulations is available upon request.

Each bidder shall submit a completed Equipment Price Sheet with its bid proposal.

Estimated Quantities and Basis of Award

The estimated quantities identified in the bid documents are provided solely for purposes of evaluating bids, establishing a uniform basis for comparison, and determining applicable bonding requirements.

Because the timing, nature, and extent of emergency and scheduled repair services cannot be predicted with certainty, the EWMUA does not guarantee any minimum quantity of work under this contract.

Compensation for authorized services shall be based on actual labor hours, equipment usage, and materials furnished, in accordance with the unit prices and hourly rates established by the awarded contract.

The total amount payable shall depend upon the services actually requested, performed, and approved by the EWMUA.

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	☒	Bid Proposal Form	
V VIII H	☒	Acknowledgment of Receipt of Addenda **Failure to submit shall result in rejection of the bid**	
VIII I	☒	Exceptions/Variations **(If no exceptions, state NONE)**	
IV A	☒	Bid Guarantee	
IV B	☒	Consent of Surety	
IV C	☒	Performance Bond (Required after bid opening, at the time of contract execution)	
VIII A	☒	Mandatory Affirmative Action Language (Exhibit A & B) Affirmative Action Compliance Notice	
VIII B	☒	Americans with Disabilities Act of 1990 Language	
VIII C	☒	Stockholder/Ownership Disclosure Certification **Failure to submit shall result in rejection of the bid**	
VIII D	☒	Proof of Business Registration	
VIII E	☒	Disclosure of Investment Activities in Iran	
VIII E	☒	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
VIII F	☒	Pay to Play Vendor Certification	
VIII G	☒	Non-Collusion Affidavit	
VIII K	☒	Prevailing Wage Act	
VIII L	☒	Public Works Contractor Certificate	
VIII M	☒	NJ Debarred List	
VIII M	☒	Federal Debarred List	
VIII N	☒	Bidder Questionnaire	
VIII O	☒	Affidavit of Compliance with Section 2.36 of the Revised General Ordinances of East Windsor Township	
VI	☒	Insurance Certificates	

		(Required after bid opening but PRIOR to award)	

BID PROPOSAL FORM

Emergency Water/Sewer Main Repairs

The undersigned declares that he/she has carefully examined the Notice, Instructions, and Technical Specifications; and will contract to carry out said project as specified and delineated at the price per unit measure as outlined on the subsequent pages.

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

BID PROPOSAL FORM

Prices should be based on the following assumptions:

- The Contractor shall provide all equipment required to repair a water main break using a four-man crew, including equipment operator.
- The EWMUA has a high-water table throughout 20% of the township. Soil conditions are mainly clay.
- The EWMUA has water mains from 4" to 16" at depths from 3 feet to 12 feet.
- The EWMUA has sewer mains from 6" to 36" at depths from 3 feet to 25 feet.
- Lighting and safety barricades must be provided as required.
- All small hand tools, lighting, barricades, traffic cones, etc. are included in the labor hourly charge.
- Emergency crew will consist of no more than one (1) foreman, two (2) laborers, and one (1) equipment operator, unless otherwise agreed upon by the EWMUA.
- All material will be supplied by the EWMUA, unless otherwise agreed upon with the EWMUA. In such a case, all material will be charged at 10% above net.

WATER MAIN REPAIRS

Year 1 (2026-2027):

Section 1:

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	Hour	Pickup Truck	$	$
2	50	Hour	Utility Truck	$	$
3	50	Hour	185 CFM Air Compressor	$	$
4	50	Hour	Single Axle Dump Truck	$	$
5	50	Hour	Dual Axle Dump Truck	$	$
6	50	Hour	Case 580 Backhoe or equal – 12' digging depth	$	$
7	50	Hour	Caterpillar 950 loader or equal	$	$
8	50	Hour	Caterpillar Track hoe 320E or 14' digging depth	$	$
9	50	Hour	Caterpillar Track hoe 336E or 18' digging Depth	$	$
10	50	Hour	Vibra Roller	$	$
11	10	Hour	Chop saw	$	$
12	50	Hour	Dewatering pump	$	$
13	20	Hour	Jack Hammer	$	$
14	50	Hour	6 X 6 Trench Box	$	$
15	50	Hour	10 X 20 Trench Box	$	$
16	50	Hour	Superintendent	$	$
17	50	Hour	Foreman	$	$

18	100	Hour	Laborer	$	$
19	50	Hour	Operator	$	$
20	75	Ton	3/4" clean stone	$	$
21	75	Ton	3/4" Dense Graded Aggregate (DGA)	$	$
22	75	Ton	Bank Run	$	$
23	75	Ton	Sand	$	$
24	100	Ton	Hot Mix Asphalt, Stabilized Base Mix I-2	$	$
25	50	Sy/per inch	Cold Patch (2" compacted thickness)	$	$
26	15	Cu yd	Concrete (3500 PSI)	$	$

Total Section 1 Base Bid (Items 1 – 26): $_____

Section 2:

Line stops single/ double insertion valves					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	4	Each	4"/4"	$	$
2	4	Each	6"/6"	$	$
3	4	Each	8"/8"	$	$
4	4	Each	10"/10"	$	$
5	4	Each	12"/12"	$	$
6	4	Each	16"/16"	$	$

Total Section 2 Base Bid (Items 1 – 6): $_____

Section 3:

Overtime and Holiday Rates					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	1	Hour	Superintendent	$	$
2	20	Hour	Foreman	$	$
3	40	Hour	Laborer	$	$
4	20	Hour	Operator	$	$

Total Section 3 Base Bid (Items 1 – 4): $_____

Total Year 1 Bid (Inclusive of Sections 1 – 3): $_____

WATER MAIN REPAIRS

Year 2 (2027-2028):

Section 1:

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	Hour	Pickup Truck	$	$
2	50	Hour	Utility Truck	$	$
3	50	Hour	185 CFM Air Compressor	$	$
4	50	Hour	Single Axle Dump Truck	$	$
5	50	Hour	Dual Axle Dump Truck	$	$
6	50	Hour	Case 580 Backhoe or equal – 12’ digging depth	$	$
7	50	Hour	Caterpillar 950 loader or equal	$	$
8	50	Hour	Caterpillar Track hoe 320E or 14’ digging depth	$	$
9	50	Hour	Caterpillar Track hoe 336E or 18’ digging Depth	$	$
10	50	Hour	Vibra Roller	$	$
11	10	Hour	Chop saw	$	$
12	50	Hour	Dewatering pump	$	$
13	20	Hour	Jack Hammer	$	$
14	50	Hour	6 X 6 Trench Box	$	$
15	50	Hour	10 X 20 Trench Box	$	$
16	50	Hour	Superintendent	$	$
17	50	Hour	Foreman	$	$
18	100	Hour	Laborer	$	$
19	50	Hour	Operator	$	$
20	75	Ton	3/4" clean stone	$	$
21	75	Ton	3/4" Dense Graded Aggregate (DGA)	$	$
22	75	Ton	Bank Run	$	$
23	75	Ton	Sand	$	$
24	100	Ton	Hot Mix Asphalt, Stabilized Base Mix I-2	$	$
25	50	Sy/per inch	Cold Patch (2" compacted thickness)	$	$
26	15	Cu yd	Concrete (3500 PSI)	$	$

Total Section 1 Base Bid (Items 1 – 26): $_____

Section 2:

Line stops single/ double insertion valves					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	4	Each	4"/4"	$	$
2	4	Each	6"/6"	$	$
3	4	Each	8"/8"	$	$
4	4	Each	10"/10"	$	$
5	4	Each	12"/12"	$	$
6	4	Each	16"/16"	$	$

Total Section 2 Base Bid (Items 1 – 6): $_____

Section 3:

Overtime and Holiday Rate					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	1	Hour	Superintendent	$	$
2	20	Hour	Foreman	$	$
3	40	Hour	Laborer	$	$
4	20	Hour	Operator	$	$

Total Section 3 Base Bid (Items 1 – 4): $_____

Total Year 2 Bid (Inclusive of Sections 1 – 3): $_____

SEWER MAIN REPAIRS

Year 1 (2026-2027):

Section 1:

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	Hour	Pickup Truck	$	$
2	50	Hour	Utility Truck	$	$
3	50	Hour	185 CFM Air Compressor	$	$
4	50	Hour	Single Axle Dump Truck	$	$
5	50	Hour	Dual Axle Dump Truck	$	$

6	50	Hour	Case 580 Backhoe or equal – 12’ digging depth	$	$
7	50	Hour	Caterpillar 950 loader or equal	$	$
8	50	Hour	Caterpillar Track hoe 320E or 14’ digging depth	$	$
9	50	Hour	Caterpillar Track hoe 336E or 18’ digging Depth	$	$
10	50	Hour	Vibra Roller	$	$
11	10	Hour	Chop saw	$	$
12	50	Hour	Dewatering pump	$	$
13	20	Hour	Jack Hammer	$	$
14	50	Hour	6 X 6 Trench Box	$	$
15	50	Hour	10 X 20 Trench Box	$	$
16	50	Hour	Superintendent	$	$
17	50	Hour	Foreman	$	$
18	100	Hour	Laborer	$	$
19	50	Hour	Operator	$	$
20	75	Ton	3/4" clean Stone	$	$
21	75	Ton	3/4" Dense Graded Aggregate (DGA)	$	$
22	75	Ton	Bank Run	$	$
23	75	Ton	Sand	$	$
24	100	Ton	Hot Mix Asphalt, Stabilized Base Mix I-2	$	$
25	50	Sy/per inch	Cold Patch (2" compacted thickness)	$	$
26	15	Cu yd	Concrete (3500 PSI)	$	$

Total Section 1 Base Bid (Items 1 – 26): $_____

Section 2:

Overtime and Holiday Rates					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	1	Hour	Superintendent	$	$
2	20	Hour	Foreman	$	$
3	40	Hour	Laborer	$	$
4	20	Hour	Operator	$	$

Total Section 2 Base Bid (Items 1 – 4): $_____

Total Year 1 Bid (Inclusive of Sections 1 – 2): $_____

SEWER MAIN REPAIRS

Year 2 (2027-2028):

Section 1:

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1	50	Hour	Pickup Truck	$	$
2	50	Hour	Utility Truck	$	$
3	50	Hour	185 CFM Air Compressor	$	$
4	50	Hour	Single Axle Dump Truck	$	$
5	50	Hour	Dual Axle Dump Truck	$	$
6	50	Hour	Case 580 Backhoe or equal – 12’ digging depth	$	$
7	50	Hour	Caterpillar 950 loader or equal	$	$
8	50	Hour	Caterpillar Track hoe 320E or 14’ digging depth	$	$
9	50	Hour	Caterpillar Track hoe 336E or 18’ digging Depth	$	$
10	50	Hour	Vibra Roller	$	$
11	10	Hour	Chop saw	$	$
12	50	Hour	Dewatering pump	$	$
13	20	Hour	Jack Hammer	$	$
14	50	Hour	6 X 6 Trench Box	$	$
15	50	Hour	10 X 20 Trench Box	$	$
16	50	Hour	Superintendent	$	$
17	50	Hour	Foreman	$	$
18	100	Hour	Laborer	$	$
19	50	Hour	Operator	$	$
20	75	Ton	3/4" clean Stone	$	$
21	75	Ton	3/4" Dense Graded Aggregate (DGA)	$	$
22	75	Ton	Bank Run	$	$
23	75	Ton	Sand	$	$
24	100	Ton	Hot Mix Asphalt, Stabilized Base Mix I-2	$	$
25	50	Sy/per inch	Cold Patch (2" compacted thickness)	$	$
26	15	Cu yd	Concrete (3500 PSI)	$	$

Total Section 1 Base Bid (Items 1 – 26): $_____

Section 2:

Overtime and Holiday Rates					
Item	**Estimated Quantity**	**Unit**	**Description**	**Unit Price**	**Total**
1	1	Hour	Superintendent	$	$
2	20	Hour	Foreman	$	$
3	40	Hour	Laborer	$	$
4	20	Hour	Operator	$	$

Total Section 2 Base Bid (Items 1 – 4): $_____

Total Year 2 Bid (Inclusive of Sections 1 – 2): $_____

Each Bidder shall provide standard, overtime, and premium (holidays) hours of operation

Standard/straight time, hours of operation Monday-Friday: _____

Overtime hours of operation: _____

Premium hours of operation: _____

Bidders must list company holidays:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

11. _____ 12. _____

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 an 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 an 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. l7:27-7.2; 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. l7:27-7.2. 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:

(l) 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 l0 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 an 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: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
https://www.njstart.gov
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

AMY F. DAVIS
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Oilfield Services Limited
13. China Petroleum & Chemical Corporation (Sinopec)
14. China Precision Machinery Import-Export Corp. (CPMIEC)
15. Indian Oil Corporation
16. Kingdream PLC
17. Naftiran Intertrade Company (NICO)
18. National Iranian Tanker Company (NITC)
19. Oil and Natural Gas Corporation (ONGC)
20. Oil India Limited
21. Persia International Bank
22. Petroleos de Venezuela (PDVSA Petróleo, SA)
23. PetroChina Company, Ltd.
24. Sameh Afzar Tajak Co. (SATCO)
25. Shandong Fin Cnc Machine Company, Ltd.
26. Sinohydro Co., Ltd.
27. SK Energy Co. Ltd.
28. SKS Ventures
29. Som Petrol AS
30. Zhuhai Zhenrong Company

List Date: January 1, 2026

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

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

NJ Rev. 1.22.2024

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with the **East Windsor Municipal Utilities Authority** for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/.

If the **East Windsor Municipal Utilities Authority** finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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

NJ Rev. 1.22.2024

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)

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/lsse/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)	
☐	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	
☐	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)	
☐	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	
☐	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)	
☐	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	
☐	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

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 ***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 by ***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:	

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 _____, 2026

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 _____, 2026

My Commission expires_____

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

INSURANCE CERTIFICATES

Name of Bidder:

_____

Address:

_____

The Bidder is required to submit actual Certificate(s) of Liability Insurance establishing Insurance coverage of the type and amount required in accordance with the procedure set forth by the Contract Documents.

(Insurance documents to be submitted prior to the resolution of award)

☒ GENERAL LIABILITY INSURANCE

General liability insurance shall be provided 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** aggregate for property damage, and shall be maintained in full force during the life of the contract.

East Windsor Municipal Utilities Authority to be listed as a Certificate Holder