

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**SLUDGE & GRIT HAULING SERVICES**

**MAY 1, 2022, THRU APRIL 30, 2025**

**3 YEAR CONTRACT**



**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

**433 JOHN F. KENNEDY WAY**

**WILLINGBORO, NEW JERSEY 08046**

**BID OPENING**  
**April 12, 2022**  
**11:00 a.m.**

## **NOTICE TO BIDDERS**

Notice is hereby given that the Willingboro Municipal Utilities Authority of the Township of Willingboro, in the County of Burlington, State of New Jersey, will receive sealed bids for the furnishing of the following:

### **SLUDGE & GRIT HAULING SERVICES**

Bids will be opened and read in public in the Conference Room at 433 John F. Kennedy Way, Willingboro, NJ 08046, on *April 12<sup>th</sup>, 2022 @ 11:00 a.m.*

The Authority reserves the right to reject all bids when such rejection is in the best interest of the Authority. Specifications and bid forms may be obtained from the Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro location during regular business hours at the cost of reproduction, \$25.00 (non-refundable) or by visiting the Authority's website at [www.wmua.info](http://www.wmua.info).

Bids must be on the Standard Proposal Form attached to the specifications, in the manner designated therein, and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project and contract number on the outside and must be accompanied by a Certified Check or Bid Bond for not less than ten percent (10%) of the amount bid, but not greater than \$20,000. Bidders are required to comply with the requirement of (P.L., 1975: C.127) (N.J.A.C. 17:27) NJSA 10:5-31 through 38 and NJSA 34:11-56.25 through 56.46 of the NJ Public Law.

In addition, bidders must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C S12101 et seq.)

BY THE ORDER OF THE WILLINGBORO TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

JAMES J. MACKIE,  
Executive Director

# T A B L E   O F   C O N T E N T S

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## INSTRUCTIONS TO BIDDERS

1. **QUESTIONS:** No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. All questions shall be submitted in writing to the Authority, and shall be postmarked at least three business days prior to the bid opening. The Authority will arrange as addenda, which shall become part of the contract, all pertinent questions received and the decision regarding each, prior to the opening of bids. A copy of these addenda will be sent to each contractor who has obtained a set of specification from the Authority. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT [estuppard@wmua.info](mailto:estuppard@wmua.info)**

Bidders shall acknowledge receipt of any addenda in the space provided in the Bid Form. In the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda.

Owner and Authority are used interchangeably to mean Willingboro Municipal Utilities Authority.

2. **EXPLANATION TO BIDDERS:** Any explanation desired by bidders regarding the meaning of interpretation of any drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.

3. **BIDDER'S QUALIFICATIONS:** Before a bid is considered for award, the bidder will be requested by the AUTHORITY to submit a statement of facts in detail as to his previous experience in performing similar or comparable work and of his/her business and technical organization and financial resources and plant available to be used in performing the contemplated work. **All bidders must have experience and be familiar with the provision of Sludge & Grit Hauling Services.**

4. **BID GUARANTY:** Failure to submit security with the bid shall be cause for rejection. The bidder may furnish a bid bond, postal money order, certified check or cashier's check as security in the amount required. Checks are to be made payable to the Willingboro Township Municipal Utilities Authority.  
Bid guarantee

The amount shall be **10% of the bid, to a maximum of \$20,000.00**, and shall be made payable to the Willingboro MUA. If the successful bidder fails to enter into such contract, or neglects to perform after acceptance of bid by the authority, then the check or security deposited by it shall, at the option of the Willingboro MUA, be retained as liquidated damages, or if bid bond has been supplied, the surety shall be liable for the amount of the bid bond.

The surety company providing the Bid Bond must be one licensed to conduct business in the State of New Jersey.

All bonds submitted must be original with a raised seal.

**NOTE:** Failure to submit a bid guarantee as required by this Specification shall cause the bid to be rejected.

### **BID GUARANTEE RETURN**

Bid bond, certified check, or cashier's check submitted with this bid will be returned to all but the three (3) lowest bidders within three (3) days after opening of bids, Sundays and Holidays excepted.

The bid deposit of the three (3) lowest bidders will be returned upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder(s).

### **CERTIFICATE FROM SURETY COMPANY TO PROVIDE A PERFORMANCE BOND (CONSENT OF SURETY)**

As required by N.J.S.A. 40A:11-22, a Consent of Surety must be submitted with each bid whenever a surety company bond is required in the advertisement or specifications. See Section 1.07 for Performance Bond requirements for these specifications.

If a Performance Bond is required by Section 1.07, the Consent of Surety must be submitted with the bid on one of the following two Forms in the amount specified in Section 1.07 of these specifications.

A. On the form located at Section 4.03. The inclusion of conditions or other text on this Form by the bidder and/or the Surety will constitute a material deviation from these Specifications and will cause the bid to be rejected.

B. On the Form of the Surety, but only if the Consent of Surety provided on this form is an unconditional promise by the Surety to provide a Performance Bond for the Bidder in the full amount specified at Section 1.07. Any conditions or other limiting language contained in the Consent of Surety submitted on the Form of the Surety shall constitute a material deviation from these specifications and will cause the bid to be rejected.

A Power of Attorney appointing the person signing either Form, described above, as Attorney-in Fact must be attached to the Consent of Surety.

The Consent of Surety must be valid for a period of no less than ninety (90) days from the date of the bid opening. The Consent of Surety must be an original with a raised seal. The surety company providing the Consent of Surety and the Performance Bond must be authorized pursuant to the New Jersey statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:17-1(g).

**NOTE: Failure to submit a Consent of Surety which meets the specifications on one of the two Forms described in this Section shall cause the bid to be rejected.**

### **PERFORMANCE GUARANTEE REQUIREMENTS**

The successful bidder must provide to the Authority a performance guarantee in the amount equal to twenty-five percent (25%) of the awarded amount.

The performance guarantee must be provided in one of the following four forms:

- 1) A performance bond. If a performance bond is provided as the performance guarantee, this bid MUST be accompanied by a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond in the required amount if the bid is accepted. See Sections 1.06 and 4.02 for reference and additional instructions.
- 2) A cashier's check.

- 3) A certified check.
- 4) A letter of credit.

**IF A PERFORMANCE BOND IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the bidder must submit a performance bond, in the amount described above, within ten (10) days of the receipt of the notice of intent to award a contract, to the authority. The performance bond must be drawn to the Willingboro MUA.

**IF A CASHIER'S CHECK OR A CERTIFIED CHECK IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the bidder must submit either a cashier's check or a certified check in the amount set out above within ten (10) days of the date of the receipt of the notice of the intent to award a contract to the Willingboro MUA. The check must be made payable to Willingboro MUA. The check will be deposited in the trust account of the Willingboro MUA to be held until the contract has been performed by the successful bidder. After the complete and satisfactory performance of the contract, a check for the full amount of the performance guarantee will be returned to the bidder.

**IF A CHECK IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the Willingboro MUA, at the option of the Willingboro MUA, may use all or any portion of the performance guarantee amount, in addition to all other remedies, for any failure of the successful bidder to faithfully perform all matters which may be contained in the performance of the contract or agreement including the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good serviceable condition during the term of the contract.

**IF A LETTER OF CREDIT IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the bidder must submit a letter of credit in the amount described above within ten (10) days of the receipt of the notice of intent to award a contract to the Willingboro MUA. The letter of credit must be drawn to the Willingboro MUA.

The letter of credit must remain open and valid for the complete contract period plus an additional ninety (90) days.

The surety company providing the Consent of Surety and the Performance Bond must be authorized pursuant to the New Jersey statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:17-1(g).

The Performance Guarantee shall be for the full amount as required for the term of the contract.

**Submission of a performance guarantee is a condition precedent to a contract award.** After receipt of such a performance guarantee and other submissions required by the bid specifications, the bid will be accepted and a signed contract (this bid document) and a purchase order(s) will be forwarded to the successful bidder.

**NOTE: THE WILLINGBORO MUA SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONIES OR OTHER EXPENSES INCURRED BY THE BIDDER UNLESS THE BIDDER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.**

5. PREPARATION OF BIDS:

5.1 Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasure or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

6. SUBMISSION OF BIDS: Bids must be submitted as directed on the bid form.

7. RECEIPT AND OPENING OF BIDS:

7.1 Bids will be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so fixed are late bids. Such late bids will not be considered but will be held unopened until the time of award and then returned to bidder, unless other disposition is requested or agreed to by the bidder.

7.2 No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly address and identified.

8. WITHDRAWALS OF BIDS: Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing bid confers no right for the withdrawal of the bid after it has been opened.

9. BIDDERS PRESENT: It is not essential for bidders to be present at the bid opening. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. AWARD OF CONTRACT:

10.1 The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided the bid is reasonable and it is in the interest of the Authority to accept it. The Authority reserves the right to award items to separate bidders, or to the bidder furnishing the lowest bid for all items.

10.2 The Authority reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority. In case of error in the extension of prices, the total price will govern.

11. REJECTION OF BIDS: The Authority reserves the right to reject any and all bids when such rejection is in the interest of the Authority.

12. CONTRACT: The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the Authority.

13. MODIFICATIONS TO SPECIFICATIONS: The right is reserved, as the interest of the Authority may require, revising or amending the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Notice to Bidders. Copies of such addenda as may be issued, will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices, or both, the date set for opening bids

may be postponed by such number of days as in the opinion of the Engineer will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

14. NONDISCRIMINATORY CLAUSE: 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, gender identity or expression the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to 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 the provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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 the 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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



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

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

16. The prices quoted on the attached form of Proposal must remain firm for a period of sixty days after opening of the bids.

17. The Willingboro MUA is exempt from all taxes, Federal, State or Local.

18. The successful bidder will be required to return an executed contract within ten calendar days of receipt. Failure to do so will be cause to revoke the Proposal Guarantee.

19. **PREVAILING WAGE:** This is not a prevailing wage contract.

20. **TERMINATION CONTRACT:** The performance of the Contractor under this contract shall, at all times, be satisfactory to the Authority. The Authority shall be the sole judge of satisfactory performance under this contract. In the event that the Authority deems the Contractor's performance unsatisfactory, the Authority shall give to the Contractor written notice of termination of this contract, which notice shall be given at least seven days before the effective date of contract termination.

21. **INSURANCE**

The Bidder/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate; and
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit.
3. All statutory workers compensation and employer liability coverage required to be held by law; and

Within ten days of the Notice of Intent to Award Contract, the Bidder/Contractor shall provide the Authority with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and Willingboro MUA as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Willingboro MUA is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Willingboro MUA by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Authority.

During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the Authority with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

**STATEMENT FROM INSURANCE BROKER:** Each bidder must include with his bid a statement from the bidder's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the bidder with insurance in the types and amounts required by these specifications.

**PROPOSAL – DOCUMENTATION**

**TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

The undersigned hereby declares that he has carefully examined the specifications, instructions, and form of contract for **SLUDGE & GRIT HAULING SERVICES**; that he has carefully examined the sites to which delivery is to be made, and that he will contract to supply and deliver said products and services as specified.

It is understood that failure to deliver said services and to perform as described in the specifications, will result in the termination of the contract. The Authority, in its sole judgment, will determine satisfactory performance.

Haul Rate (Year 1) \_\_\_\_\_ Cost per Load (words) \_\_\_\_\_ dollars \_\_\_\_\_ cents

Haul Rate (Year 2) \_\_\_\_\_ Cost per Load (words) \_\_\_\_\_ dollars \_\_\_\_\_ cents

Haul Rate (Year 3) \_\_\_\_\_ Cost per Load (words) \_\_\_\_\_ dollars \_\_\_\_\_ cents

Haul rate is for delivery of dumpsters containing sludge & grit and return of those empty dumpsters from the Willingboro Pollution Control Plant (located at the end of Ironside Court in Willingboro) to the following facility:

Burlington County Resource Recovery Complex  
2098 Burlington – Columbus Road  
Florence NJ 08518  
Tel: 609-499-5300

Hours of Operation:

Mon to Fri – 7:00am – 5:00pm  
Sat – 7:00am – 2:00pm  
Sun - Closed

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder submitting this proposal or bid, certifies and affirms that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person to fix the bid price of said bidder or any other bid price or that of any other bidder or to secure any advantage against the OWNER or any person interested in the proposed contract; and further that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof and that no member of the OWNER'S officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
BIDDER

By: \_\_\_\_\_  
Signature of Individual, Partner or  
Officer Signing the Proposal

(SEAL)

(Seal required if Bidder is a Corporation)

\_\_\_\_\_  
TITLE

## AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

### GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

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.

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:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

**The successful contractor may obtain the Employee Information Report AA302 from the contracting unit during normal business hours.**

**The successful contractor(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 contractor retains the contractor copy.**

The undersigned contractor 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 and agrees to furnish the required forms of evidence.

The undersigned contractor 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.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

For information on the requirements of the Affirmative Action Law, contact:

Division of Public Contracts Equal Employment Opportunity Compliance

Department of the Treasury

State of New Jersey

P.O. Box 209

Trenton, NJ 08625-0209

609-292-5473

E-mail: [mailto: WWW.STATE.NJ.US/TREASURY/CONTRACT\\_COMPLIANCE](mailto:WWW.STATE.NJ.US/TREASURY/CONTRACT_COMPLIANCE)

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**BIDDER:** \_\_\_\_\_

### PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of 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.

#### PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2

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

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**

The undersigned states that the names and addresses of all person owning a ten percent (10%) or greater interest therein in this Proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a corporation, the bidder shall name the date and State in which incorporated.

\_\_\_\_\_  
Affiant



## **STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, a current copy of a New Jersey Business Registration Certificate.

If you do not have a Business Registration Certificate you can register online at:

[www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm).

Click the 'online' link and then select 'Register for Tax and Employer Purposes Download the paper form and instructions at:

[www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).

## **NOTICE TO BIDDERS PAY-TO-PLAY FILING REQUIREMENTS**

Pursuant to P.L. 2005, c271, any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Election Law Enforcement Commission (ELEC).

Filing instructions are available on the ELEC website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## PROPOSAL SPECIFICATIONS

- Price quotes should be based on the removal of an average of four 25 CY Sludge Dumpsters and one 30 CY Grit Dumpster per weekday, as requested, with occasional Saturday pickup(s) from the Willingboro Water Pollution Control Facility (Facility), 72 Ironside Court, Willingboro NJ 08046.
- The Facility Supervisor, or designated agent, will contact the contractor each week on Friday, with the anticipated schedule for the upcoming week of the required sludge dumpsters and grit dumpsters to be removed from the Facility.
- All dumpsters shall be provided and maintained by the contractor.
- All disposal manifests are required for sludge and grit at the point of pickup.
- All bidders are responsible for haulage and disposal in accordance with all federal, state, county and municipal laws and regulations. Compliance permits and licensing documentation etc. must be provided with proposal.
- Pickups must occur Monday – Friday, with occasional Saturday pickup(s) between the hours of 7:00 a.m. and 3:00 p.m.
- Dumpsters must be emptied and replaced the same day.
- The contractor shall conduct the pickup operation in a neat, clean and efficient manner and shall be responsible for the cleanup of any spillage at the Facility.
- Bidders are encouraged to visit and inspect the Facility prior to the proposal opening. Visits may be arranged by phoning the Facility at 609-877-4962 between the hours of 8:00 a.m. and 3:00 p.m.
- The owner is required to take its sludge and grit to the Burlington County Resource Recovery Complex, Composting Facility, 2098 Burlington-Columbus Rd., Florence, NJ. The owner pays for the disposal of the sludge and grit (tipping fees) directly to the County.
- All proposed prices will remain in effect during the term of the contract.
- Copy of bidder's current certificate of insurance must be submitted with the proposal.
- Bid price is final – no other charges or hidden fees such as fuel surcharges etc will be considered.
- The quantities provided in the proposal are estimates only. The Authority reserves the right to modify the quantities during the term of this contract.

**CONTRACT**

**WILLINGBORO TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**SLUDGE & GRIT HAULING SERVICES**

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the  
Willingboro Township Municipal Utilities Authority hereinafter called the OWNER and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a Corporation of \_\_\_\_\_

hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the OWNER for the prices stipulated in the proposal herein contained or hereunto annexed and under the penalty expressed in bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own expense all the necessary materials, labor, superintendence, tools and appliances and shall execute, construct and finish and test in expeditious and workmanlike manner, **SLUDGE & GRIT HAULING SERVICES** and appurtenances commencing the work within ten (10) days from the date of notice from the office of the ENGINEER to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached and in accordance with the contract drawings of said work on file in the office of the OWNER and all to the acceptance of the said OWNER. The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times in such order as the ENGINEER may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER and within the time stipulated by this contract from the date of notice to begin work, and in default of completion within the time as fixed, the Contractor shall pay the OWNER an amount equal to One Thousand Dollars (\$1,000.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed, in the manner and as stipulated.

The CONTRACTOR cannot sublet this contract without the written consent of the OWNER.

The OWNER shall not be liable to the Contractor for any neglect, default, delay or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said work, release the Contractor from the obligation to finish the said work within the time aforesaid or from the damages to be paid in default thereof.

Name and address of each person or company interested in the Contract:

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It is hereby mutually agreed that the OWNER is to pay and the Contractor is to receive the prices stipulated in the Proposal herein contained or hereto annexed, as full compensation for furnishing all materials and labor in building, constructing and testing, and in all respects completing the herein specified and for fully complying with the terms and conditions of this Contract.

The status of the Contractor in the work to be performed by him under the Contract is that of an independent contractor. As such, the work, in every respect, from the execution of the Contract and during progress of the work there under, and until final acceptance, shall be under the charge and in care of the Contractor and at his risk. He shall be solely responsible for site safety and the implementation, discharge and monitoring of all safety standards or practices and shall properly safeguard against any or all injury to the public, the public and private, property, materials and things, and, as such, the Contractor alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct -or progress of said work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent. The Contractor shall keep the OWNER free and discharged of any and all responsibility and liability therefore of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any State, County or local laws, statutes, ordinances or any and all rules and regulations promulgated hereunder. The Contractor shall indemnify and save harmless the OWNER and all of the respective officers, agents and employees from all liability or suits or actions at law or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the Contract, the plans and specifications or State statutes or local ordinances or any rules and regulations promulgated, in accordance with the provisions of such statutes or ordinances by the State of New Jersey or any municipality thereof or by any department or agency of any or all thereof, and the Contractor shall, if required by the OWNER, produce evidence of settlement of any such action before final payment under the Contract shall be made by the OWNER.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the OWNER as will protect the OWNER from contingent liability under this Contract and the OWNER's right to enforce against the Contractor any provision of this article shall be contingent upon the full compliance by the OWNER with the terms of such insurance policy or policies, a copy of which shall be deposited with the OWNER.

Subject to the applicable provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

In witness whereof the parties hereto have executed this Agreement the day and year first mentioned above.

**OWNER:**

Attest \_\_\_\_\_

by \_\_\_\_\_

Secretary

Chairman

(SEAL)

**CONTRACTOR:**

\_\_\_\_\_  
Date Contracting Firm

Attest \_\_\_\_\_ by \_\_\_\_\_  
(SEAL) Principal of Contracting Firm

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(SEAL)

**ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me personally came and appeared \_\_\_\_\_ to me known to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same is and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me personally came and appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

(SEAL)

**NEW JERSEY STATUTORY  
PERFORMANCE BOND**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business  
in the State of New Jersey, as Surety, are held and bound unto  
as Obligee, in the penal sum of \_\_\_\_\_ (\$

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of \_\_\_\_\_ enter into a contract with \_\_\_\_\_ for \_\_\_\_\_ which contract is made part of this bond and the same as though set forth herein.

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Principal \_\_\_\_\_  
Witness

By: \_\_\_\_\_ Surety \_\_\_\_\_  
Witness

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
as Principal, and \_\_\_\_\_ as Surety, is

hereby held and firmly bound unto \_\_\_\_\_ as  
Owner, in the Penal Sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

The condition of the above obligation is such that whereas the Principal has submitted to  
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: \_\_\_\_\_ Principal: \_\_\_\_\_

Witness

By: \_\_\_\_\_ Surety \_\_\_\_\_

Witness

Attorney-in-Fact \_\_\_\_\_



**NEW JERSEY STATUTORY  
PAYMENT BOND**

**Bond No.**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

a corporation organized and existing under the laws of the State of  
in the State of New Jersey, as Surety, are held and bound unto

and duly authorized to do business

as Obligee, in the penal sum of

(\$

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of

enter into a contract with

for

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said

shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this      day of

ATTEST:

Witness: \_\_\_\_\_ Principal: \_\_\_\_\_

Witness: \_\_\_\_\_ Surety: \_\_\_\_\_

## CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

\_Incorporated, organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of \_\_\_\_\_ certifies and agrees, that if contract for \_\_\_\_\_

for: \_\_\_\_\_ is

awarded to

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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Attorney-in-Fact,

## BID DOCUMENT CHECKLIST

- Bid Proposal \_\_\_\_\_
  
- Non-Collusion Affidavit \_\_\_\_\_
  
- Affirmative Action/Certificate of Employee Information \_\_\_\_\_
  
- Stockholder Disclosure Certification \_\_\_\_\_
  
- Disclosure of Investment Activities in Iran \_\_\_\_\_
  
- New Jersey Business Registration Certificate \_\_\_\_\_
  
- Bid Specification & Requirements of Bidders \_\_\_\_\_
  
- Contract \_\_\_\_\_
  
- Bid Bonds & Surety \_\_\_\_\_
  
- References \_\_\_\_\_