

THE LINDEN ROSELLE SEWERAGE AUTHORITY

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Executive Director of the Linden Roselle Sewerage Authority in the Administrative Office, 5005 South Wood Avenue, P.O. Box 4118, Linden, New Jersey 07036, until 10:00 a.m., prevailing time, on October 21, 2022 at which time and place bids will be opened and read in public for:

Providing all labor, materials, and transportation and disposal facilities necessary for the Removal, Transportation and Disposal of Grit and Screenings for a two (2) year period from the Linden Roselle Sewerage Authority.

Specifications and instructions to bidders may be examined and obtained at the Office of the Linden Roselle Sewerage Authority, 5005 South Wood Avenue, Linden, New Jersey during regular business hours, 8:30 a.m. until 4:00 p.m. Specifications and instructions to bidders may also be obtained in PDF format by emailing your request to purchasing@lrna-nj.gov. It can also be downloaded directly from the Authority's website www.lrna-nj.gov. Any Addenda will be issued on the website and processed in accordance with N.J.S.A. 40A11-23(c)(1). All interested respondents should check the website from now through Bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bids must be submitted on the Bid Proposal Form furnished by the Authority. Each bidder shall submit one (1) original and one (1) copy of the bid enclosed in a sealed envelope, bearing the name of the bidder and clearly labeled "Bid for Removal, Transportation and Disposal of Grit and Screenings" on the outside of the envelope. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receipt of bids.

The bid must be accompanied by a certified check, cashier's check or bid bond in an amount not less than ten (10) percent of the bid, but in no case, to exceed \$20,000.00

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

Published: October 11, 2022

Jeffrey Williams, Executive Director

LINDEN ROSELLE SEWERAGE AUTHORITY

BID SPECIFICATIONS

FOR

REMOVAL, TRANSPORTATION AND DISPOSAL OF

GRIT AND SCREENINGS

SUBMISSION DEADLINE:

OCTOBER 21, 2022 AT 10:00 A.M.

**ADDRESS ALL PROPOSALS TO:
LINDEN ROSELLE SEWERAGE AUTHORITY
5005 SOUTH WOOD AVENUE
PO BOX 4118
LINDEN, NJ 07036
ATTN: JESSICA L. SLAWINSKI, QPA**

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SECTION A INSTRUCTIONS TO BIDDERS

A-1 GENERAL INFORMATION

- A. Each bidder shall refer to all Specifications sections for additional information affecting preparation of proposals.
- B. All drawings, specifications, and other documents, designated in the proposal and in the agreement will be considered a part of the proposal, whether attached or not.
- C. The recitation herein of requirements to be observed by bidders is for convenience. No effort is made to emphasize any particular provision of the Contract Documents, but bidders must familiarize themselves with every provision, term, condition, covenant and its effect.

A-2 SUBMISSION OF PROPOSAL

- A. Sealed proposals (Bids) will be received by The Linden Roselle Sewerage Authority in accordance with the Advertisement for Bids. The envelopes containing the proposals must be sealed and mailed or delivered to The Linden Roselle Sewerage Authority, P.O. Box 4118, Linden, NJ 07036-8118, Attn: Purchasing Manager and shall be marked on the outside with the name of the Bidder. Each sealed PROPOSAL envelope shall, in addition, be marked on the outside with the title "Bid for Removal, Transportation and Disposal of Grit and Screenings." Provide one (1) original and one (1) copy of the bid.
- B. All papers bound with or attached to the proposal are considered a part thereof and shall not be detached or altered when the proposal is submitted. All blank spaces for prices, signatures, addresses and other information must be filled in. Signatures shall be in longhand and be executed by a principal duly authorized to make contracts. Bidder's legal name shall be duly stated.
- C. All proposals shall be filed prior to the time and at the place specified in the Advertisement for Bids. Proposals received after the time set for receiving proposals will be returned to the bidder unopened. The date for opening may be deferred by the Owner, in which case bidders will be notified by Addendum. It is the bidder's responsibility to see that bids are presented to the Owner on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in (A) above must also appear on the outside of the express company envelope.

A-2 SUBMISSION OF PROPOSAL - CONTINUED

- D.** Each proposal shall be submitted on forms furnished by the Authority. A bid package has been provided for all bidders with the Contract Documents. Oral or faxed proposals will not be considered.
- E.** The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

A-3 METHOD OF CONTRACT AWARD

- A.** The Owner reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or part to the lowest responsible bidder, if it is in the best interest of the Owner to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or correction in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected. The Owner reserves the right to award equal or tie bids at their discretion to any one of the tie bidders. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Owner may then, at its option, accept the bid of the next lowest responsible bidder.

A-4 CAUSES FOR REJECTING BIDS

- A.** Bids may be rejected for any of the following reasons:
 - All bids pursuant to N.J.S.A. 40A:11-13.2
 - If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.
 - Multiple bids from an agent representing competing bidders.
 - The bid is inappropriately balanced.
 - 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)

A-5 QUALIFICATIONS OF BIDDER

- A.** Before a proposal is considered for award, the Bidder shall, upon request by Owner, submit a statement of facts, in detail, as to his previous experience in performing similar or comparable work, of his business and technical organization, financial resources, and plant available to be used in performing contemplated work.
- B.** Before a proposal is considered for award, the Bidder must submit the results of testing if required by the Detailed Specifications.

- C. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work pursuant to the Contract Documents, and each bidder shall furnish to the Owner all such information and data for this purpose as he may request. The Owner expressly reserves the right to reject any bid if the evidence submitted, or the investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified by experience and financial status to carry out completely the obligations of the Contract Documents and to complete fully the work within the time provided for and as contemplated in said Contract Documents.

A-6 PROPOSAL

- A. The bidder's PROPOSAL shall be signed in ink by the individual, by one or more members of a partnership, or by one or more of the officers of a corporation, whichever is applicable. In the event of a joint venture, the proposal shall be signed by each individual involved, by each partnership through one or more of its members, or by each corporation through one or more officers of the corporation, whichever is applicable. Each bid proposal form must give the full business address, business phone, fax, email, 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. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered

A-7 BID SECURITY

- A. 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 \$20,000.00 payable unconditionally to the Linden Roselle Sewerage Authority.
- B. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner.
- C. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. 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.

- D. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute, Failure to submit required guarantee shall be cause for rejection of the bid.

A-8 INTERPRETATIONS AND ADDENDA

A. Prospective bidders shall examine the Contract Documents carefully and, before bidding, request the Owner, in writing for an interpretation or correction of any ambiguity, inconsistency, defect or error therein which should have been discovered by a reasonably prudent bidder. No interpretation of the meaning of the contract plans, drawings, specifications or other Contract Documents will be made to any individual bidder orally.

B. If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, the prospective bidder may submit to the Owner a **written** request for an interpretation thereof. *The person submitting the request will be responsible for its prompt delivery and to be considered must be received at least seven (7) business days prior to the date set for the opening of bids.* Any interpretation of the documents will be made only by written Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents, The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Any questions pertaining to this bid document shall be submitted **in writing** and be directed to:

Linden Roselle Sewerage Authority
P.O. Box 4118
Linden, N.J. 07036
Attn: Jessica L. Slawinski, QPA
Phone: 908-474-8444
Fax: 908-474-8455
Email: purchasing@lrse-nj.gov

C. Such interpretation or correction concerning the contract or its requirements. as well as any additional contract provisions, drawings, specifications, supplementary information, modifications, etc. the Owner may decide to include. will be issued in writing by the Owner as an addendum to the contract, which will be sent to each person recorded as having received a copy of the Contract Documents, in accordance with Statute,

D. Upon such mailing or delivery and posting. such addendum shall become part of the Contract Documents, and binding on all bidders whether or not actual receipt of such addendum is shown. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. Failure of any bidder

to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his proposal as submitted.

E. Failure by the bidder to give written notice and request an interpretation of the alleged ambiguity shall waive any right the bidder may have to his own reasonable interpretation of the alleged ambiguity, and the true meaning of the same shall be according to the interpretation placed upon the alleged ambiguity by the Owner.

A-9 DISCREPANCIES IN BIDS

A. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. 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.

A-10 MODIFICATIONS PRIOR TO BID OPENING

A. The Owner may revise or amend the specifications or drawings, or both, prior to the date set for formal opening of bids. Such revisions and amendments, if any, will be announced by an addendum. Copies of all such addenda, as may be issued, will be furnished to all prospective bidders.

B. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such a number of days which, in the opinion of the Owner will enable bidders to revise their bids. In such a case, the addendum will include an announcement of the new date for opening of bids.

A-11 SCOPE OF WORK

A. The bidder shall furnish all plant, labor, materials, supplies, equipment and other facilities required for the work of this contract in accordance with the Specifications. Addenda, and such changes as are ordered by the Owner pursuant to the Contract.

A-12 COMMENCEMENT OF WORK

A. The bidder shall commence work on the date specified herein the contract document and shall fully complete the work within the number of consecutive calendar days from said date hereinafter specified as the period for the completion of his Contract, unless such period shall be extended as hereinafter provided by the Owner. The anticipated contract start date is November 1, 2022.

A-13 TIME OF COMPLETION

- A. Time of completion for this contract shall be two (2) years. Notice to Proceed will be furnished by the Owner to the bidder after the date of execution and delivery of this contract in the Agreement, together with such executed bonds, certificates of insurance and other obligations required by the terms of this contract, to be fulfilled before actual work may start, by the bidder to the Owner. The time allowed for the Owner to issue the Notice to Proceed, thirty (30) days, will not begin until receipt by the Owner of the complete executed Agreement, executed bonds, certificate of insurance, compliance reports, etc., in form as required by the Owner, the State, or other Agency having jurisdiction if said Agency is participating in the funding of the project and satisfactory as to manner of execution to the Owner and approved by the Attorney for the Owner. The Owner reserves the right to extend the contract term as permitted by New Jersey Public Contracts Law if mutually agreed upon by both parties. The decision to utilize the extensions shall be at the sole discretion of the Authority.

A-14 EXTENSION OF TIME: NO WAIVER

- A. If the bidder shall be delayed in the completion of his work by reason of unforeseen causes beyond his control and without his fault or negligence, including but not restricted to acts of God or of the public enemy, acts or neglects of the Owner, acts or neglects of any other contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the period hereinabove specified for the completion of his work shall be extended by such time as shall be fixed by the Owner upon request of the bidder.
- B. No such extension of time shall be deemed a waiver by the Owner of his right to terminate the contract for abandonment or delay by the bidder as herein provided or to relieve the bidder from full responsibility for performance of his obligations hereunder.

A-15 PROPOSAL (BID) WITHDRAWAL PROCEDURE

- A. A bidder may, without prejudice to himself, withdraw any proposal after it has been deposited with the Authority provided the request for such withdrawal is received by the Authority in writing prior to the formally scheduled times set for the opening of bids (as set forth in the Advertisement for Bids), or any authorized postponement thereof, and provided such request is signed by a person or persons who qualify for the execution of the Proposal.

A-16 TIME IS OF THE ESSENCE

- A. Bidders are warned that time is of the essence of the contract and delivery of the work must meet the date specified.

A-17 BIDDERS REFERRED TO LAWS

- A.** The attention of bidders is called to the provisions of all Federal, State, County and local laws, regulations, ordinances in relation to obstructing streets, maintaining signals, storing and handling of explosives, etc. and all general ordinances and Federal and State statutes affecting him or his employees or his work hereunder in his relation to the Owner or any other person, and he shall obey all laws or ordinances controlling or limiting Bidders while engaged in the prosecution of the work under this Contract. The Bidder shall be fully cognizant of and comply with all Federal, State and County safety regulations.

A-18 STATUTORY AND OTHER REQUIREMENTS

A. Compliance with Laws

Any contract entered into between the bidder and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The bidder must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

B. Stockholder Disclosure – Chapter 33, Laws of New Jersey 1977

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipal or school district, or any subsidiary or agency of the State, or any county, municipality or school district, or by any authority, board, or commission which exercise governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The respondent shall complete and submit the form of statement that is included in this bid.

C. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

D. Non-Discrimination

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color,

ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

E. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions to Title II of the Act are made part of the contract. The bidder is obligated to comply with the Act and hold the owner harmless.

F. Required Affirmative Action Evidence

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AS IDENTIFIED IN THE DOCUMENTS ATTACHED HERETO, AND THE AMERICANS WITH DISABILITIES ACT.

Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report,

or

- (3) A photocopy of completed Affirmative Action Employee Information Report: AA302-Available on-line at www.state.nj.us/treasury/contract/compliance.

Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201) available on-line at www.state.nj.us/treasury/contract/compliance for any contract award that meets or exceeds the bidding threshold.

G. N.J. Business Registration Certificate in accordance with P.L.2004 C.57

No contract shall be entered into by the Authority unless the contractor (bidder) provides a copy of its Business Registration Certificate issued by the NJ Department of Treasury-Division of Revenue. P.L. 2009, c.315 (A-557/S2366) now permits submission of NJ Business Registration Certificate prior to award of contract, if not submitted with bid, as long as the bidder had obtained the BRC prior to the date established for the receipt of bids.

H. New Jersey Prevailing Wage Act (When Applicable)

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 bidder (contractor) shall be required to submit a certified payroll record to the Owner within ten (10) days of the payment of 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/lssc/lspubcon.html.

I. Disclosure of Investment Activity in Iran

Public Law 2012, c.25, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidder must complete certification attesting that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, 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 at <http://www.state.nj.us/treasury/purchhase/pdf/Chapter25List.pdf>.

A-19 BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used connection with this contract, in accordance with prevailing statutes. Brand names and or descriptions used in this bid 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 standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

A-20 WORKER AND COMMUNITY RIGHT TO KNOW ACT

- A. 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.34:51 et seq., and N.J.A.C. 5:89-5 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 Safety Data Sheets aka hazardous substance fact Sheets, must be furnished.

A-21 "PAY TO PLAY"-NOTICE OF DISCLOSURE REQUIREMENT

- A. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- B. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

A-22 QUANTITY ADJUSTMENTS

- A. The Authority reserves the right at any time during the life of the contract to increase or decrease the quantity of material at the unit price bid. The quantity may be adjusted to represent an increase of 20% or a decrease of 20% of the total so stipulated in the proposal.

A-23 PAYMENT

- A. Payments shall be made monthly upon submission of a properly completed Authority voucher for the service in the previous month. Copies of delivery and/or pickup tickets signed by authorized Authority personnel shall be included with the voucher submitted for payment.

A-24 OWNER'S RIGHT TO WITHHOLD PAYMENTS

- A. The Owner may withhold from the Bidder so much of any approved payments due him as may in the judgment of the Owner be necessary:
 - 1. to assure the payment of just claim then due and unpaid of any persons supplying labor or materials for the work;
 - 2. to protect the Owner from loss due to defective work not remedied;
 - 3. to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The Owner shall have the right as Agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

A-25 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. If:

1. the Bidder has been adjudged bankrupt or has made an assignment for the benefit of creditors; or
2. a receiver or liquidator has been appointed for the Bidder or for any of his property and has not been dismissed within 20 days after such appointment or the proceeding in connection therewith has not been stayed on appeal within the said 20 days; or
3. the Bidder has refused or failed, after Notice of Warning from the Owner, to supply enough properly skilled workmen or proper materials; or
4. the Bidder has refused or failed to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or has failed to complete the work within said period; or
5. the Bidder has failed to make prompt payment to persons supplying labor or materials for the work; or
6. the Bidder has failed or refused to regard laws, ordinances, or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this Contract, then and in any event, the Owner, without prejudice to any other rights or remedy it may have, may on 7 days notice to the Bidder, terminate the employment of the Bidder and his right to proceed either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work Contract or otherwise as the Owner may deem expedient.

- B.** In such case, the Bidder shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Bidder hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and damages for delay), such excess shall be paid to the Bidder. If such expense shall exceed unpaid balance, the Bidder shall be liable to the Owner for such excess.

A-26 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A.** If the work shall be stopped by order of the Court or any other public authority for a period of three months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the Contract, in which event, the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense to be paid the Contractor hereunder.

A-27 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- B. The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the work and all other persons who may be affected hereby:
 - 2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- E. In case any direct or indirect damage to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his employees, agents or subcontractors, the Contractor shall at his own expense and cost restore such property to a condition similar or equal to that existing before such damage was done by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Owner, or shall make good such damage in a satisfactory, acceptable manner.
- F. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Owner may, upon forty-eight (48) hours written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and that cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract; or the Owner may deduct from any moneys due the Contractor a sum sufficient in the judgment of the Owner, to reimburse the Owner of the property so damaged.

- G. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- H. In addition, the Contractor shall comply with all Federal, State, and County safety regulations, in particular the Federal regulations concerning health and safety of workers which have been published in the Federal Register.

A-28 SAFETY AND HEALTH REGULATIONS

- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and codes shall be observed. Machinery, equipment and all hazards shall be guarded against or eliminated.
- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- C. Nothing in the Occupational Safety and Health Act shall be construed to supersede or in any manner affect any workmen's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

A-29 DAMAGES

- A. It is hereby covenanted and agreed that the relation of the Contractor to the work to be performed by him under this Contract shall be that of an independent Contractor and that as such he will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in or during the conduct and progress of said work as a result of the acts or omissions, regardless of negligence of the Contractor, his agents, employees, or others within the Contractor's control and authority. The Contractor shall make good any damage that may occur in consequence of the work or any part of it and shall assume all blame, loss and responsibility of whatever nature by reason of the Contractor's acts or omissions, regardless of negligence, or violation of any Federal, State, or County laws, regulations or ordinances.
- B. Contractor shall indemnify, defend and hold the Authority harmless from and against any and all claims, losses, demands or suits for damages to property or for personal injury, including attorney's fees or cost, arising from Contractor's acts or omissions, regardless of negligence, in connection with the Contractor's performance pursuant to this Contract, or the performance of any subcontractor pursuant to this Contract.

A-30 ADDITIONAL INSTRUCTIONS

- A. The Contractor may be furnished additional instructions and details during the course of this Contract to carry out the work included in the Contract. The additional instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional details and instructions, without additional compensation.

A-31 REPRESENTATION AND RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor represents and warrants:
1. that he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and
 2. that he is familiar with all Federal, State, and applicable local laws, ordinances and regulations, which may in any way affect the work or those employed therein, including but not limited to special acts relating to the work or to the project of which it is a part; and
 3. that such work required by the Contract Documents that is to be done by him can be satisfactorily completed.
 4. that he has carefully examined the specifications and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of work likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performances.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used in performing its obligations. Contractor shall be responsible to see that the Work is completed in conformance with the Contract Documents. Contractor shall provide competent, qualified and trained personnel in all aspects of its performance of the Work.

A-32 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- A. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced

as though it were included herein and if through over-sight, inadvertence or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

A-33 CORRESPONDENCE

- A. All communications between the parties hereto relating to details, progress and coordination of the work shall be directly through the Owner and shall be deemed binding only when in writing.

A-34 PATENTS, ROYALTIES, ETC.

- A. The Contractor guarantees to save harmless the Owner, its officers, agents, servants and employees from liability of any kind or nature, including cost and expense on account of suits and claims of any kind for violation or infringement of all letters patent or patent rights by the Contractor, or by anyone directly or indirectly employed by him, or by reason of the use of any part, process, method, machine manufacture of this Contract in violation of infringement of any letter of rights. The Contractor agrees to pay all royalties, fees, licenses, etc., required in respect to the work or any part thereof as part of his obligations hereunder without any additional compensation.

A-35 TAXES

- A. Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Owner.
- B. No compensation will be made by the Owner to the Contractor for payment of the State of New Jersey Sales and Use Tax for labor and materials furnished on this project. The Linden Roselle Sewerage Authority is exempt from payment of the State Sales and Use Tax. The Contractor shall receive copies of the Letter of Exemption from the Authority upon application.

A-36 SUBLETTING, SUCCESSORS AND ASSIGNS

- A. The Contractor shall not sublet any part of the work under this Contract nor assign monies due him hereunder without first obtaining the written consent of the Owner. This Contract shall inure to the benefit of and shall be binding upon the parties hereto, and neither shall assign or transfer his interest herein in whole or in part without the consent of the other.

A-37 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

A-38 LAWS AND REGULATIONS, STANDARDS, SPECIFICATIONS AND CODES

- A. Reference to standards, specifications, manuals or codes of any technical society, or organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties of the Owner, or any subcontractors, consultants, agents, or employees for those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Owner, or any of its consultants, agents, or employees any duty or authority to supervise or direct the performance of the Contractor's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

A-39 BUY AMERICAN PROVISIONS

- A. If applicable, in accordance with the Buy American provisions in Public Law 95-217 (N.J.S.A. 52:32-1, N.J.S.A. 52:33-1, et seq. and N.J.S.A. 40A: 11-18, as amended), the Contractor agrees that preference will be given domestic construction material by the Contractor, subcontractors, materialsmen, and suppliers in the performance of this contract.

A-40 CONTRACTOR'S INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required as set forth herein and until such insurance has

been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Owner. The Contractor shall furnish certificates of insurance in triplicate evidencing that the insurance requirements set forth herein have been met.

- B. Each insurance certificate shall include a provision that the Owner will be given sixty (60) days written notice of change in coverage, cancellation or non-renewal. The Contractor shall furnish the Owner with proof of renewal on all required insurance if the policies expire or are cancelled prior to the completion of the contract and final acceptance of the work. Such notice shall be received by the Owner within 30 days of the date of expiration or the effective date of cancellation.
1. Compensation Insurance – The Contractor shall, in accordance with New Jersey State Statute take out and maintain during the life of this Contract Worker's Compensation Insurance for his employees and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for the latter's employees. Certificates of insurance shall be provided in triplicate confirming that such coverage is in effect for the term of this Contract. Certificates shall also confirm that the following limits for said coverage are in effect:
- For Part I, the Statutory Limit applies, and,
 - For Part II, a \$500,000 limit applies for each exposure
2. Liability Insurance – The Contractor shall take out and maintain during the life of this Contract such Liability Insurance as shall protect him, the additional insured and any subcontractor performing work covered by this Contract from all claims alleging negligence for damages on the part of the contractor or sub-contractor as noted and/or clarified within a. and b. immediately below, including those of an environmental nature, that may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
- a. Liability Insurance shall be provided with a \$3 million coverage limit for each claim including but not limited to personal injury and/or property damage. The \$3 million limit of insurance referenced within this section may be satisfied by the combination of the Contractor's primary liability coverage limit and the Contractor's excess or umbrella liability coverage limit.
- b. The limit set forth herein is to be considered a minimum limit only and is not to be interpreted as establishing a maximum limit of potential liability for the contractor or any subcontractor for claims herein referenced whether covered by insurance or not.

3. Owner's Protective Liability and Property Damage Insurance – This coverage, with a limit of \$3 million, shall be provided by the Contractor for the term of the Contract. The limit set forth herein is to be considered a minimum limit only and is not to be interpreted as establishing a maximum limit of potential liability for the contractor. The request for Owner's Protective Liability and Property Damage insurance may be satisfied by confirmation that the Owner has been named an "Additional Insured" and that the Contractor's Liability insurance includes "Broad Form Contractual Liability" coverage.
4. Contingent Liability – The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from operations of subcontractor.
5. Insurance Coverage Special Hazards – The following special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance Policy or policies herein or where required to be furnished by this Contractor or by separate policies of insurance in amounts as follows:
 - a. For Automobiles and Automobile Trucks – Limits shall be the same as required under Item 2 (a) above.
6. Insurance Providers- The insurance required herein shall be provided by insurance companies licensed or approved to do business in the State of New Jersey that are rated "A" or better by A.M. Best Company.

A-41 INDEMNIFICATION

- A. The successful 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 bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

A-42 CONTRACT SPECIFICATIONS

- A. In case of any conflict or inconsistency in the specifications the decision of the Owner shall govern. Also any discrepancy between the figures in the Contract Documents shall be submitted by the Contractor to the Owner whose decision thereon shall be conclusive.
- B. Should any work or material be required which is not denoted in the specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such material as fully as if they were completely delineated and prescribed, without additional compensation.

SECTION B

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS

1. The successful bidder shall furnish at the bidders own cost and expense without liability to the Linden Roselle Sewerage Authority, all labor, equipment, vehicles, tools, implements, insurance, materials, applicable permits, licenses and registrations, tipping fees and transportation necessary and proper to provide for the removal, transportation and sanitary disposal of an estimated 22- 23 tons per month of Grit and Screenings from the Authority's facility at 5005 South Wood Ave., Linden, N.J. for a period of 2 years, to a governmentally licensed, permitted and approved disposal facility outside the State of New Jersey. See Attachment "B" for a laboratory Analytical Data Report for Grit Screenings. Our grit and screenings are not stabilized with lime.
2. It is estimated by the Authority that the annual quantity of its Grit and Screenings to be removed will be approximately 270 tons. The Authority reserves the right to increase or decrease the quantities estimated without limitation as may be required by actual operating requirements and conditions.
3. In the event that the disposal facility is closed or becomes unavailable for any reason, the Authority reserves the right to void the awarded contract at its sole option.
4. The contractor shall supply one (1) Highwall Container having a loading capacity of at least 30 cubic yards, as specified in Attachment "A".
5. Containers shall be watertight, but shall be provided with means to drain excess water. (See Attachment "A").
6. Prior to placing containers on site, the Contractor must provide for inspection of the same and will be required to receive approval from the Authority of the type to be used.
7. The Highwall Container shall be placed by the Contractor as directed by Authority personnel. The Contractor shall remove the Highwall Container filled with Grit & Screenings upon request of the Authority within 24 hours of notification. The removed Highwall Container shall be replaced with an empty Highwall Container on the same day, and said empty container shall be inspected by Authority personnel. All pickups shall be between the hours of 9:00 AM and 4:00 PM.
8. Contractor shall, prior to removal and transport of the container, provide and install a cover on the container. The cover shall remain in place and intact at all times until the container is dumped.
9. Prior to removal and transport of the container, the Contractor shall provide the Authority with a Pickup Statement, to be signed by an employee of the Authority, authorizing and acknowledging the Container removal from Authority property.
10. Payments will be made on a "per ton" basis at the unit price bid, for the amount of material actually removed.

11. Quantities actually removed shall be determined by the Disposal Facility's Receipt/Manifest for disposal of each container, and applicable billing statements from the Contractor.
12. Payment for removal shall be made in the calendar month following receipt of a Bill of Services and duly verified Voucher. The Bill of Services shall include a copy of the Pickup Statement, Receipt/Manifest from the Disposal Facility for each load taken to the Facility and Contractor Billing Statement.
13. All motor vehicles and equipment used in connection with this contract shall be properly registered and permitted in the States in which they will be operating and transiting in, in accordance with all laws, rules and regulations thereof, prior to starting work under this Contract.
14. Each bidder must submit with the bid proposal a signed "Equipment Certification" certifying the control, ownership or lease, of all equipment necessary or required in order to perform the work of the contract.
15. Bids will be based upon the bidders per ton price for work, labor and material. (See Itemized Bid Form).
16. Unit prices will be multiplied by the total estimated tons of Grit and Screenings to be disposed during the projected length of Contract to arrive at Final Total price.
17. Contract will be awarded on the basis of the lowest Final Total price.
18. The bidder understands that the quantities shown in the Itemized Bid Form are approximate and are only presented for bid comparison.
19. The Authority reserves the right to waive any of the requirements of this Section B as it may determine to be in its best interest.

SECTION C

QUALIFICATION OF BIDDERS

QUALIFICATION OF BIDDER

It is the intention of the Authority to award the contract only to a responsive and responsible bidder having the competence, experience, resources, equipment, contracts, governmental permits, licenses and registrations which are necessary and convenient to perform the work and fulfill the requirements and the purpose of the contract.

THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH THE BID PROPOSAL:

- A. Identify at least 3 similar contracts the bidder has performed within the last 5 years. Include the contracting party's name, address and contact person, the nature and amount of waste disposed and where it was disposed, the dollar amount and time period of the contract.
- B. List of persons or related parties which have filed or been discharged from bankruptcy within 10 years of the date of bid submission from which debtor sought to be discharged from liability for any environmental liability subject to the Environmental Protection Act. Include name of bankruptcy court, docket number, description and location of property involved and disposition.
- C. List and provide a description of any "Notice of Violation" sent by local, State or Federal jurisdictions. Include permit or license number, nature of violation and disposition.
- D. List and provide any administrative order, civil penalties, permit license suspension or revocations, bond forfeiture actions brought by Local, State or Federal jurisdictions. Provide date, location, nature of the violations, and their disposition.
- E. List convictions or pleas of guilty or no contest brought for storage, treatment, transportation, processing, or disposal of municipal, residual or hazardous waste. Include date, location, nature and disposition of the actions.
- F. Approved permits from all applicable City, County, State, special district, and federal jurisdictions for transporting and disposing of indicated quality and quantity and demonstrating a minimum overall two year capability and authorization. The Bidder shall attach an inventory of all permits/licenses necessary to execute the Contract including type, number, location, issuance date and expiration date.
- G. Provide the following information related to the Disposal Site the bidder proposes to use:
 - Name.
 - Disposal site location, address and telephone number.
 - Office address and telephone number.
 - Ownership: names, address, telephone number of entity and principals.
 - Size, type and capacity.
 - Current commitments and a percentage of its total capacity.

- LRSA requirements as a percentage of its total capacity.
- Current operating permit, including expiration date. Description of proposed method or methods of disposal of LRSA Grit & Screenings.
- Letter of commitment to dispose LRSA Grit & Screenings indicating the terms of the specific agreement under which the owners agree to dispose for the term of the agreement. Letter shall include a certification that the disposer possesses clear title to disposal site, all processes and equipment necessary to accommodate the LRSA contract are existing and under the disposer's direct control, and the disposer acknowledges the disposal commitment can be exercised, to the maximum extent permissible by law and regulation, upon award of the Contract without further conditions, qualifications, regulatory agency authorization or other intervention.
- Restrictions or Limitations.
- Permits denied by Local, State and Federal jurisdiction within 10 years to the date of bid submittal. Include type of permit or license, number location, denial date and reason for denial.
- List of persons or related parties which have filed or been discharged from bankruptcy within 10 years of the date of bid submission from which debtor sought to be discharged from liability for any environmental liability subject to the Environmental Protection Act. Include name of bankruptcy court, docket number and description and location of property involved.
- List and provide a description of any "Notice of Violation" sent by Local, State or Federal jurisdictions. Include permit or license number, nature of violation and disposition.
- List and provide any administrative orders, civil penalties, permit license suspension or revocations, bond forfeiture actions brought by Local, State or Federal jurisdictions. Provide date, location and nature and disposition of the violations.

H. Provide the following information for an alternate/secondary disposal site that the bidder proposes to use in the event of the unavailability of the primary disposal site listed in (G) above

- Name.
- Disposal site location, address and telephone number.
- Office address and telephone number.
- Ownership: names, address, telephone number of entity and principals.
- Size, type and capacity.

I. The Authority reserves the right to waive any of the requirements of this Section C as it may determine to be in its best interest.

BIDDER'S QUALIFICATIONS CHECKLIST

SUBMITTAL REQUIREMENTS AS PER THE INSTRUCTIONS TO BIDDERS

REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS

This checklist need not be submitted. It is provided for use in assuring compliance with all documentation required regarding the Bidder submitting the proposal. However, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

ITEM/DESCRIPTION	BIDDER'S INITIALS
BIDDER INFORMATION	
Similar Contracts	
Bankruptcy Discharges/Filings	
Notice of Violations	
Administrative Orders/Civil Penalties/License Suspensions/Bond Forfeitures	
List of Convictions or Pleas	
Permits	

DISPOSAL SITE CHECKLIST

SUBMITTAL REQUIREMENTS AS PER THE INSTRUCTIONS TO BIDDERS

REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS

This checklist need not be submitted. It is provided for Bidder's use in assuring compliance with all required documentation for the Disposal Site the bidder proposes to use. However, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

ITEM/DESCRIPTION	Bidder's Initials
PRIMARY DISPOSAL SITE FACILITY DATA	
Name, Location, Address & Telephone Number	
Office Address/Phone Number	
Ownership Name/Address/Phone Numbers	
Size, type & capacity	
Current commitments as % of its capacity	
LRSA requirements as % of total capacity	
Current Permit information	
Letter of Commitment to dispose of grit & screenings	
Restrictions or Limitations	
Permits denied by local, state, federal authorities	
Bankruptcy Discharges/Filings	
Notice of Violations	
Administrative Orders/Civil Penalties/License Suspensions/Bond Forfeitures	
ALTERNATE DISPOSAL SITE FACILITY DATA	
Name, Location, Address & Telephone Number	
Office Address/Phone Number	
Ownership Name/Address/Phone Numbers	
Size, Type & Capacity	

SECTION D

PROPOSAL

TO

LINDEN ROSELLE SEWERAGE AUTHORITY

FOR REMOVAL, TRANSPORTATION AND DISPOSAL

OF

GRIT AND SCREENINGS

**BID DOCUMENT SUBMISSION CHECKLIST
LINDEN ROSELLE SEWERAGE AUTHORITY
REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS**

Each item on this checklist shall be initiated below indicating each form has been signed and submitted with the bid.

DOCUMENT	Bidder's Initial
Business Registration Certificate (prefer to receive with Bid Response-Required by law prior to Contract Award)	
Bid Form/Proposal (Mandatory)	
Bid Guarantee (Bid Bond or Certified/Cashier's Check) (With Power of Attorney for full amount of Bid Bond) (Mandatory)	
Stockholder Disclosure Certification (Mandatory)	
Addenda Acknowledgement (Mandatory)	
Non-Collusion Affidavit (Mandatory)	
Required EEO/Affirmative Action Regulations/ Questionnaire (Mandatory)	
Americans With Disability Act of 1990 Language-THIS IS READ ONLY	
Bidder/Disposal Site Required Information (Section C-Qualification of Bidder)	
Equipment Certification (Failure to submit may be cause for rejection)	
Disclosure of Investment Activities in Iran (Mandatory)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____

Date: _____

Signature: _____

Print Name & Title: _____

SECTION D

PROPOSAL

FROM:

(Contractor)

(Address)

(City/State/Zip/Code)

(Telephone)

To:

The Linden Roselle Sewerage Authority
5005 South Wood Avenue
P.O. Box 4118
Linden, NJ 07036

Pursuant to and in compliance with your Advertisement for Bids, dated October 11, 2022 and the Instructions for Bidders relating thereto, the undersigned having examined the Contract Documents; and having become familiar with local conditions in any way affecting the cost and/or the execution of the work; and having read the Specifications, conditions, Information to Bidders. Addenda and Agreement, all of which are understood and accepted as sufficient, hereby offers to comply with all said requirements and to furnish all plant, labor, materials, supplies, equipment and facilities and things necessary or proper for or incidental for removal. transportation and disposal of grit and screenings.

TIME OF COMPLETION

If awarded the contract for this work I/we agree to commence work upon receipt of the Notice to Proceed and will complete all work under this contract in accordance with the requirements listed in the specifications.

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following Addenda:

Addenda Received (Please initial):

No. 1 _____

No. 4 _____

No. 2 _____

No. 5 _____

No. 3 _____

No. 6 _____

GENERAL STATEMENT

If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within Sixty (60) days after the date of opening of the bid, or any time thereafter before this bid is withdrawn, the undersigned will within seven (7) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, faxed or delivered.

(Bidder Fill In)

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the provisions thereof.

It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the contract to him and/or in the prosecution of the work required thereunder.

Furthermore, the undersigned, as bidder, declares that only the person or persons interested in this bid as principal or principals is or are named below, that no other person than hereinafter named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; and that the bid is in all respects fair and without collusion or fraud.

The undersigned further states that he has available adequate equipment and finances to properly and expeditiously prosecute the work proposed and is prepared to present further information to substantiate this statement.

Respectfully submitted,

Name of Bidder

By: _____
Authorized Signature

Title

(PRINT OR TYPE INFORMATION)

The above is: Individual Corporation Partnership under the laws
of the State of _____ having its principal office
at: _____

Telephone No: _____

BID PROPOSAL FORM

PROPOSAL FOR REMOVAL, TRANSPORTATION AND DISPOSAL OF 540 TONS OF GRIT AND SCREENINGS

TWO YEAR CONTRACT

PRICE PER TON X 540 TONS= 2 YEAR CONTRACT PRICE FOR REMOVAL,
TRANSPORTATION AND DISPOSAL OF GRIT
AND SCREENINGS

\$ _____ PER TON X 540 TONS = \$ _____
TOTAL 2 YEAR CONTRACT PRICE

TOTAL BID IN FIGURES FOR 2 YEAR CONTRACT: \$ _____

TOTAL BID IN WORDS FOR 2 YEAR CONTRACT: _____

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy the amount shown in words will govern. The bidder understands that the quantity shown in Bid Form is approximate and is only presented for bid comparison. It is understood that the Owner reserves the right to increase or decrease the quantity without limit.

The costs shown above shall include the removal, transportation and disposal of grit and screenings to the Linden Roselle Sewerage Authority at 5005 South Wood Avenue, Linden, New Jersey. The contract will be for a two year period commencing November 1, 2022 or upon notice to proceed.

Bidder's Name: _____

Signature: _____

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 Linden Roselle Sewerage Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (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 Linden Roselle Sewerage 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 Linden Roselle Sewerage Authority to notify the Linden Roselle Sewerage 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 Linden Roselle Sewerage Authority to declare any contract(s) resulting from this certification void and unenforceable.

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

REQUIRED EVIDENCE

EEO/AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

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

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form AA 302)

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c.127

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

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

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

NOTE: A PROPOSAL MUST BE REJECTED AS NON-RESPONSIVE IF A PROPOSER FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c.127, WITHIN THE TIME FRAME.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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. 17:275.2.

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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 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 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.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
THIS IS READ ONLY

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 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.

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

➤ Register online at 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.

➤ Call the Division at 609-292-1730 to have a form mailed to you.

➤ Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

➤ **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.

➤ **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Linden Roselle Sewerage Authority (Contracting Agency) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time the contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- 2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time
- 3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292 6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that 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 proof of 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) 292-9292.

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMISSION WITH RFP RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME:	TRADE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER	
970-097-382/500	0107230	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08/01)		

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal; and
(Insert Name of Bidder)

_____, as Surety, are hereby held
(Insert Name of Surety)

and firmly bound unto The Linden Roselle Sewerage Authority, Linden, New Jersey, in the sum of

\$_____ Dollars, as liquidated damages for 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 to the above obligation is such that whereas the Principal has submitted to The Linden Roselle Sewerage Authority, a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for

NOW, THEREFORE

- a. If said Bid shall be rejected, or in the alternate
- b. If said Bid shall be accepted the Principal shall execute and deliver a Contract 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 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 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 an extension of the time within which such Bid may be accepted and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on this _____ day of _____, 20

(Name of Principal)

By:

(SEAL)

Sealed and delivered in the
presence of:

(As to Surety)

By:

EQUIPMENT CERTIFICATION
INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the bidder owns, leases or controls all the necessary equipment required, he shall complete Part 1. Should the bidder not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

PART 1

"This is to certify that I, the Bidder signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work described in the Contract Specifications".

Date

Signature of Bidder

PART 2

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the Bidder named below the control of said equipment during such time as may be required for the portion of the work described in the Contract Specifications for which said equipment is necessary".

Date

Signature of owner or
Controller of Equipment

List of Equipment

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER:

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, is not identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list can be found 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 Director 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 person or entity.

PLEASE CHECK THE APPROPRIATE BOX-ONE OF THE BOXES MUST BE CHECKED

☐

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 NJ Dept. of 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 Linden Roselle Sewerage 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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the Linden Roselle Sewerage Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

Attachment II

PERFORATED BAFFLE PLATE
(VERTICAL OR INCLINED)

NOTES:

1. BINS TO BE WATERTIGHT
2. BINS TO BE PROVIDED
w/ COVER PRIOR TO
LEAVING THE SITE
3. HOOPS OR COVER
SUPPORTS ARE TO
BE PROVIDED
ON ALL BINS TO
PREVENT COVER
FROM COLLAPSING
INTO MATERIAL

Door

Back

LOAD LINE

2" Ø DRAIN CONNECT
w/ PLUG ADAPTABLE
QUICK DISCONNECT
HOSE (TYPICAL)
4' REQUIRED

FRONT

2'-0"

7'-4"

5'-8"

4'-9"

22'-6"

TCLP Contaminants	Reference	Test Method SW-846	Criteria mg/l
	N.J.A.C. 7:26G-5.1		
Arsenic	See Note*	6010C / 6020A	5.0
Barium		6010C / 6020A	100
Benzene		8260C	0.5
Cadmium		6010C / 6020A	1.0
Carbon Tetrachloride		8260C	0.5
Chlordane		8081B / 8270D	0.03
Chlorobenzene		8260C	100
Chloroform		8260C	6.0
Chromium		6010C / 6020A	5.0
o-cresol (2-methylphenol)		8270D	200 *
m-cresol (3-methylphenol)		8270D	200 *
p-cresol (4-methylphenol)		8270D	200 *
Cresol (total m, p, o)		8270D	200 *
2,4, D (Herbicide)		8151A	10
1,4, Dichlorobenzene		8260C / 8270D	7.5
1,2, Dichloroethane		8260C	0.5
1,1, Dichloroethylene		8260C	0.7
2,4, Dinitrotoluene		8270D	0.13
Endrin		8081B / 8270D	0.02
Heptachlor		8081B / 8270D	0.008
Hexachlorobenzene		8081B	0.13
Hexachlorobutadiene		8270D	0.5
Hexachloroethane		8270D	3.0
Lead		6010C / 6020A	5.0
Lindane (gamma-BHC)		8081B	0.4
Mercury		7470A	0.2
Methoxychlor		8081B / 8270D	10
Methyl ethyl ketone (Heptachlor Epoxide)		8081B / 8270D	200
Nitrobenzene		8260C / 8270D	2.0
Pentachlorophenol		8151A / 8270D	100
Pyridine		8260C	5.0
Selenium		6010C / 6020A	1.0
Silver		6010C / 6020A	5.0
Tetrachloroethylene		8260C	0.7
Toxaphene		8081B	0.5
Trichloroethylene		8260C	0.5
2,4,5 Trichlorophenol		8270D	400
2,4,6 Trichlorophenol		8270D	2.0
2,4,5 TP (Silvex) (Herbicide)		8151A	1.0
Vinyl Chloride		8260C	0.2

* If o-, m-, and p-cresol concentrations cannot be differentiated the "total cresol" concentration in mg/l is used. The regulatory level of total cresol is 200 mg/l.

Corrosivity - standard unit		< 2 AND >12.5
Ignitability degrees F		< 140
Paint Filter Test - ml/100g		No Free Liquids
Reactive Cyanide mg/kg		250
Reactive Sulfide mg/kg		500

ND = not detected

J = estimate. B= detected in blank

**not ignitable

*Note: As of 8/13/15 EPA adopted updates to metals method 6010 and 6020. The versions are 6010D

Analysis Results for 2022	
<0.0248	
J 0.335	
<0.002	
<0.0018	
<0.0021	
<0.000055	
J 0.0058	
<0.0033	
<0.0249	
<0.0067	
J 0.037	
0.020175	
<0.083	
<0.00044	
<0.00043	
<0.0026	
<0.0010	
<0.000004	
<0.000003	
<0.0004	
<0.00078	
<0.0008	
J 0.045	
<0.000012	
<0.0002	
<0.000004	
<0.000005	
<0.00057	
<0.0014	
<0.0019	
<0.0351	
<0.0159	
<0.00025	
<0.00011	
<0.0031	
<0.00088	
<0.00086	
<0.083	
<0.0017	

6.2	
69.1	
No Free Liquids	
<25	
135	

and 6020A.