

**SPECIFICATIONS FOR THE TRANSFER STATION
DISPOSAL OF SOLID WASTE**

BOROUGH OF MANVILLE

&

BOROUGH OF RARITAN



Borough of Manville
NEW JERSEY



BOROUGH OF RARITAN
New Jersey

**BIDS DUE: Date: June 16, 2022
 Time: 10 a.m.
 Borough of Raritan
 22 First Street
 Raritan, NJ 08869**

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Manville, Somerset County, New Jersey on **June 16, 2022**, at **10:00 A.M.**, prevailing time, in the Municipal Building of the Borough of Raritan, 22 First Street, Raritan, NJ 08869 for the:

TRANSFER STATION DISPOSAL OF SOLID WASTE

BOROUGH OF MANVILLE & BOROUGH OF RARITAN

This specification is not for collection services, but for transfer station services.

Copies of plans, specifications, and contract documents will be on file for public inspection and may be obtained at the Borough Clerk's Office, 325 North Main Street, Manville New Jersey, Monday through Friday, 9:00 A.M. to 4:00 P.M. prevailing time, excluding legal holidays.

Submission of Bid:

If indicated, bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Borough of Manville. The successful bidder will be required to furnish a consent of surety for the bonds as follows:

- (1) Performance Bond in a sum equal to one hundred (100%) percent of the full annual amount of contract, and
- (2) Labor and Material Bond in a sum equal to one hundred (100%) percent of the full annual amount of contract.

For the basis of the bond, the contractor is to assume approximately 6,300 tons annually of garbage to be landfilled. Such Performance Bond and Labor and Material Bond must be furnished by the successful bidder simultaneously with the delivery of the executed contract by such bidder. Further, successful bidder must furnish to the municipalities Certificates of Insurance as required by the Contract Documents and an AIA form G703 complete in sufficient detail for this project.

“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 et seq.”

The Mayor and Council reserve the right to waive any informalities or to reject any and all bids.

By order of the Mayor and Council of the Borough of Manville:

Wendy Barras
Borough Clerk

ADMINISTRATIVE DOCUMENTS

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
A.	FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS MANDATORY CAUSE FOR REJECTION OF BID	
X	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
X	Consent of Surety (Certificate from Surety company)	
X	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	
	Declaration of Sub Contractors	
B.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)	
X	Required Evidence EEO/Affirmative Action Regulations	
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	
C.	SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING	
X	Non-Collusion Affidavit	
	Experience and Qualifications	
X	Insurance and Indemnification Certificate	
X	Disclosure of Investment Activities in Iran Form	
	Federal debarment Form	
	Equipment Certification	
D.	READ ONLY	
X	Americans With Disability Act of 1990 Language	
X	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

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.

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

GENERAL INFORMATION TO BIDDERS

1. Specifications:

Specifications and proposal forms may be obtained at the Borough Clerk's Office, 325 North Main Street, Manville New Jersey during regular business hours, at 908-725-9478, or via email at wbarras@manvillenj.org.

2. Proposal Form:

The proposal form is a complementary part of the Contract Documents and shall be used by the bidder in his submission. The proposal form must be completed in ink or type written. All erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the Proposal may be just cause for rejection.

3. Submission of Bid:

Bidders must use the proposal forms provided and submit their bid with the attached Contract Documents. The Proposal shall provide one (1) original, labeled "Original", one (1) copy, labeled "Copy" and one (1) electronic version on a cd/ flash drive media. All submittals shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name and address of the bidder as well as the designation of the project.

NOTE:

It is the bidder's responsibility to ensure that the bid package is delivered to the bid opening by the bid opening date and time. Any bid document received after the deadline established will not be accepted, regardless of the method of delivery.

4. Bid Bond:

Accompanying each bid shall be certified check, cashier's check or bid bond, in an amount not less than ten (10%) percent of the amount of the bid but not more than \$20,000.00.

Such bid security shall be returned to all but the three lowest bidders within ten (10) working days after the date of bid opening and the bid securities of the three (3) lowest bidders will be returned within three (3) working days after the contract has been executed. If no Contract has been executed within sixty days after the date of the bid opening, the Municipality agrees to return the bid securities upon demand. No interest will be allowed upon any bid security.

5. Consent of Surety:

In addition to the bid security, each bidder must file with their bid, a letter from a surety company which states, in the event said bidder is awarded the Contract, that the surety company will furnish a performance bond for one hundred (100%) percent of the amount of the bid. The surety company executing the bond must appear on the treasury department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Jersey.

6. Performance Bond:

The successful bidder shall furnish and deliver to the Municipality, along with the executed contract, a bond in the amount of one hundred (100%) percent of the contract price as security for the faithful performance of the contract, and guaranteeing one hundred (100%) percent of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Municipality and authorized to transact business in the state of New Jersey.

- A. For a one-year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The bond will be issued and delivered concurrently to the Borough upon execution of the contract.
- B. Failure to provide the required one-year performance bond at the time and place specified by the Borough of Manville shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Manville may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H -6.7(d) and Section A above.
- C. In the case of a multi-year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount to no more than 100% of the annual contract. For the basis of the bond, the contractor is to assume 6,300 tons annually of garbage to be landfilled. The successful bidder shall provide said performance bond to the Borough of Manville. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough in re-bidding the contract.

7. Errors in Bid:

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Borough shall be accepted as the amount bid.

8. Addenda and Interpretations:

No interpretations of the meaning of the Contract Documents will be made orally by the Borough Administrator to any prospective bidder and any request for an interpretation must be made at least ten (10) working days prior to the date of the opening of bids. Interpretations and any supplemental instructions will be mailed by registered mail to all known prospective bidders not later than five working days prior to the bid opening and will be published in the same manner as the original advertisement. All addenda so issued shall become part of the Contract Documents.

9. Failure to Enter Into Contract:

Should the successful bidder fail to execute and deliver the Contract and Performance Bond within ten working days after the receipt of written notification by the Municipal Clerk that the Contract is ready for execution, the bidder forfeits to the Municipality as liquidated damages the security deposited with the bid.

10. Rejection of Bids:

The Municipality reserves the right to reject any or all bids and waive any minor irregularities if deemed in the best interests of the Municipality.

11. The Bids:

On a bid for any contract, the Governing Body reserves the right to hold a hearing to determine who is the most qualified bidder based on experience, ability to perform the work, financial ability, and work previously performed by the bidder in the particular area for which he has bid. All bidders agree that the decision of the Governing Body shall be final and not appealable unless such decision is made in bad faith. In any event, the Governing Body reserves the right to determine between two (2) tie bidders based upon the determination of the lowest responsible bidder. On a bid for any contract, the Governing Body reserves the right to select equipment manufacturers based on the bidder's equipment information form.

12. Discrimination & Affirmative Action Program:

During the performance of this contract, the Contractor agrees to comply with all the rules and regulations and orders promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, and with all provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

13. Beneficial Ownership in Bidder:

Pursuant to Chapter 33, P.L. 1977, all bidders shall set forth, in an appropriate statement, the names and addresses of all stockholders in the corporation, partners in a partnership or other persons in a business entity who has a ten (10%) percent or more interest or any individual who have ten (10%) percent or more interest in the business entity which may bid on the aforesaid contract.

14. Payment of Wages:

Bidders on this contract will be required to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the New Jersey Prevailing Wage Law of 1963, Chapter 150 (NJSA 34:11-56.25 et. seq.), whichever rates are higher.

The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259). The state wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150, Laws of 1983 (N.J.S.A. 34:11-56.25 et. Seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the governing body may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the local government for any excess costs occasioned thereby.

15. New Jersey Business Registration Requirements:

“New Jersey Business Registration Requirement”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax on all sales

of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. of f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

16. Insurance Requirements:

The Contractor shall not commence work until he has obtained all insurance required under this article and such insurance has been approved by the Municipal Attorney, nor shall the Contractor let any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A Certificate of Insurance naming the Borough of Manville and the Borough of Raritan as additional insured, shall be filed with the Borough of Manville prior to the commencement of work. The said certificate shall contain a provision that coverage afforded under the policies will not be canceled until at least sixty (60) days prior written notice has been given to the individual towns.

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Workers Compensation policy shall be maintained in force during the life of this Contract, by the Contractor and any/all subcontractors, covering all employees engaged in performance of this Contract in accordance with the applicable statutes, Employer's Liability Insurance shall be in accordance with the State Workmen's Compensation Laws of New Jersey.

B. CONTRACTORS GENERAL LIABILITY

Minimum Coverage - \$1,000,000 Bodily Injury/Property Damage Combined

The following types of coverage must be provided under the general liability insurance; Comprehensive Form, Premises Operations, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Property Damage.

The policy shall include Contractor's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a gross liability endorsement shall be included which provides that the employees of each of the named insureds are not excluded under the policy as respects claims that are made against other named insureds.

In the event that the Contractor's or Subcontractor's work presents explosion or underground hazard, then these types of coverage must also be provided.

C. AUTOMOBILE LIABILITY INSURANCE

Minimum coverage shall be \$1,000,000 Bodily Injury/Property Damage Combined Single Limit.

The following types of coverage must be provided under the automobile liability insurance; any autos, hired autos, non-owned autos.

D. EXCESS LIABILITY INSURANCE

Minimum coverage shall be \$5,000,000 Combined Single limit.

The coverage under the Excess Liability shall be umbrella form.

THE CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE CARRIERS MUST BE RATED A AS INDICATED IN THE BEST GUIDE TO INSURANCE.

17. Award of Contract.

The Bidders are alerted that there are two (2) alternates as part of these specifications. The alternates deal in additional year(s) of the term of this contract. Each alternate is to be dealt with individually as the price given will be reflective of that year's cost to the municipality only.

The Borough reserves the right to award the bid on the following basis:

- 1.) Base bid only
- 2.) Base bid, plus alternate #1
- 3.) Base bid, plus alternate #1 and alternate #2
- 4.) Reject all bids

18. Separate Billing

The Borough of Manville and the Borough of Raritan will be billed individually for their tonnage brought to the facility.

TECHNICAL SPECIFICATIONS

The Borough of Manville and the Borough of Raritan are seeking bids for the acceptance of residential solid waste from which recyclable material will be separated. This waste is normally categorized as type 10 and type 13 bulk waste.

The chart below lists the annual quantities of solid waste that have been collected from the municipalities over the previous 24 months.

YEAR	Manville	Raritan	Total
2020	3,521	2,504	6,025
2021	3,646	3,049	6,695

Collection is done on a five-day-a-week basis with only the following holidays celebrated:

New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

The successful bidder must be able to accommodate that schedule and be open during the following hours:

Monday - Friday, 7 a.m. to 4 p.m. Saturday, 7 a.m. - noon

The successful bidder's site must be within 20 mile radius of the contracting communities, although the solid waste may be ultimately landfilled or processed at another site. The bidder will be required to document that they are licensed by the State in which the site they will be utilizing for this contract is located, and that license allows for the acceptance of type 10 municipal and type 13 bulk waste. If the ultimate landfill or processing location is different, the successful bidder is to provide copies of licensing documentation for that facility from the State in which that site is situated.

BASE BID AND ALTERNATES

Bidders are alerted that they are asked to submit prices on a base bid plus the following alternates. **All prices shall be inclusive of all taxes, including the \$3.00 per ton State of New Jersey Recycling tax and host community fees if applicable.**

BASE BID:

The base bid is defined as the price per ton for the acceptance of type 10 and type 13 municipal waste for a twelve-month period beginning on August 1, 2022 and concluding on July 31, 2023.

ALTERNATE #1:

Alternate #1 is defined as the price per ton for the acceptance of type 10 and type 13 municipal waste for a twelve-month period beginning on August 1, 2023 and concluding on July 31, 2024.

ALTERNATE #2:

Alternate #2 is defined as the price per ton for the acceptance of type 10 and type 13 municipal waste for a twelve-month period beginning on August 1, 2024 and concluding on July 31, 2025.

BID PROPOSAL FORM

Location of Transfer Site _____

Facility Permit # _____

Location of Landfill or Final Processing Site _____

Facility Permit # _____

Base Bid - **Price*** per ton for the period beginning on 8/1/22 to 7/31/23:

Alternate #1 - **Price*** per ton for the period beginning on 8/1/23 to 7/31/24:

Alternate #2 - **Price*** per ton for the period beginning on 8/1/24 to 7/31/25:

* All prices shall be inclusive of all taxes, including the \$3.00 per ton State of New Jersey Recycling tax and host community fees if applicable.

Company Name: _____

Address: _____

Phone #: _____

Contact Person: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="radio"/> 1. MFG <input type="radio"/> 2. SERVICE <input type="radio"/> 3. WHOLESALE <input type="radio"/> 4. RETAIL <input type="radio"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="radio"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="radio"/> MULTI-ESTABLISHMENT EMPLOYER		
IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	NAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			-MINORITY caaD1nvcc									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE*****					FEMALE**				
				BLACK	HISPANIC	AMER. INDIA}	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3- Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES! 2. NO!	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Borough of Manville** ("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 other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a 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 the 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 into 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 <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.


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 for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08.01)	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 GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned: _____ as PRINCIPAL; and _____ A CORPORATION organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey as SURETY and held and firmly bound unto the **Borough of Manville** a body politic and corporate of the State of New Jersey, as OWNER in penal sum of (\$ _____) for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this _____ day of _____ 20__

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

Bid number and name: _____.

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative.

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

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

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

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

Witness or attest _____

Principal

Witness or attest: _____

Surety

Attorney – in Fact

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

Failure to submit a bid guarantee shall result in rejection of the bid.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the SURETY COMPANY _____ organized and existing under the laws of the State of _____ and licensed to do business in the State of _____ New Jersey _____ certifies and agrees, that if the contract for the _____ is awarded to _____ the undersigned corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this _____ day _____ of 20 _____

SURETY COMPANY

Name

Attorney in fact

**Borough of Manville Disclosure of
Investment Activities in Iran**

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2021, c. 4, 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 identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at 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 may 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 party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

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 on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): _____

Title: _____

Signature: _____ Date: _____



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

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

List Date: January 10, 2022

Non-Collusion Affidavit

STATE OF NEW JERSEY

MONMOUTH COUNTY MUNICIPALJOINT INSURANCE FUND:

I certify that I am

of the firm of

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with 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 this affidavit are true, correct, and made with full knowledge that the **Borough of Manville** relies upon the truth of the statements contained in said Proposals 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.

Signature of Representative:

Subscribed and sworn to before me this _____ day of _____,
20_____

Print Name of
Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

**ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO PROVIDE THE INFORMATION
REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? YES NO

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

YES

NO

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Borough is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Borough to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **Borough** permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

Americans with Disabilities Act of 1990

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~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to 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 must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

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.

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:
