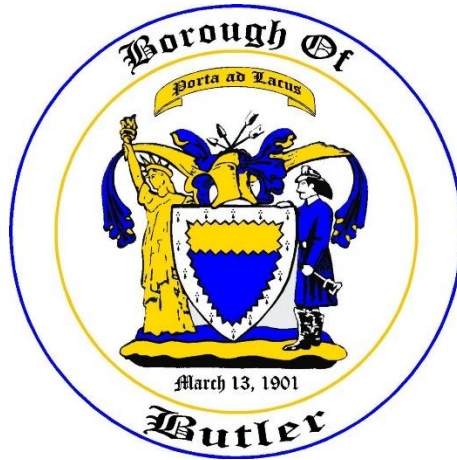




UNIFORM BID SPECIFICATIONS

BOROUGH OF BUTLER

SLUDGE REMOVAL AND DISPOSAL - BOROUGH OF BUTLER

<u>BID OPENING DATE:</u>	August 18, 2026
<u>LOCATION:</u>	Administration Building Conference Room One Ace Road Butler, NJ 07405
<u>TIME:</u>	10:00 AM

NOTICE TO BIDDERS

BOROUGH OF BUTLER MORRIS COUNTY, NEW JERSEY

Notice is hereby given that sealed bids will be received by the Borough Administrator/Qualified Purchasing Agent for the Borough of Butler, Morris County, New Jersey, on August 18, 2026, at 10 A.M. prevailing time, at the Borough Administration Building, One Ace Road, Butler, New Jersey 07405, at which time and place all bids will be publicly opened and read aloud for:

REMOVAL, TRANSPORTATION, AND LAWFUL DISPOSAL OF SLUDGE BOROUGH OF BUTLER WATER TREATMENT PLANT FACILITY

Scope of Work

The work generally consists of furnishing all labor, supervision, materials, equipment, transportation, permits, disposal facilities, and incidentals necessary for the removal, transportation, and lawful disposal of sludge from the Borough of Butler Water Treatment Plant in accordance with the plans and specifications.

Bid Documents

Bid documents and specifications shall be available beginning August 7th, 2026, and may be downloaded from the Borough of Butler's official website and [Borough of Butler - Bid Opportunities and RFPs | BidNet Direct](#). Bids can also be obtained by emailing the Borough Administrator at mguilder@butlerborough.com

Facility Visitation

Contractors who wish to view the facility should contact the Borough Administrator at mguilder@butlerborough.com or 973-838-6565 to schedule a time to visit.

Bid Security

Each bid shall be accompanied by a Bid Bond, Certified Check, or Cashier's Check in the amount of ten percent (10%) of the amount bid, not to exceed \$20,000, together with a Consent of Surety, as required by the Local Public Contracts Law.

Bid Submission

Bids shall be enclosed in a sealed envelope clearly marked:

"BID – SLUDGE REMOVAL AND DISPOSAL – BOROUGH OF BUTLER

Legal Requirements

- New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- New Jersey Business Registration Act

- Equal Employment Opportunity requirements
- Americans with Disabilities Act
- Applicable NJDEP and OSHA requirements

Reservation of Rights

The Borough of Butler reserves the right to reject any or all bids, waive immaterial informalities, and award the contract in the manner deemed to be in the best interests of the Borough in accordance with the Local Public Contracts Law.

Questions

Questions concerning this solicitation shall be submitted in writing to the Borough Administrator no later than 5 days prior to the bid opening. Responses, if required, will be issued by written addenda.

By Order of the Mayor and Council

Matthew Guilder
Borough Administrator
Qualified Purchasing Agent
Borough of Butler

1.

GENERAL CONDITIONS

1. The attached RFB must be used and fully completed.
2. Bids must be enclosed in a sealed envelope bearing the name and address of the bidder. THE NAME OF THE BID MUST BE DESIGNATED ON THE OUTSIDE OF THE ENVELOPE.
3. Bids may be hand delivered or mailed to the Borough of Butler, Borough Administrator. All bid proposals will be date and time stamped upon receipt. The Borough assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
4. The award of contract shall be by resolution of the governing body of the Borough of Butler within sixty (60) days after receipt of bids, unless otherwise extended at the request of the Borough of Butler with the consent of the bidder or bidders.
5. The bidder must indicate any variance to the specifications, terms and/or conditions. If variances are not shown in the RFB, the bid will be evaluated based on full compliance with the specifications.
6. The Borough of Butler ("Borough") reserves the right to waive any informalities in the bids.
7. The Borough is exempt from most Federal, State and Municipal excise, sales and other taxes.
8. The Contractor shall bill the Borough by submitting detailed invoices and certified vouchers to the Borough Administrator. The Borough will make payment of amounts justly due and owing to the Contractor within sixty (60) days thereafter, unless a sooner payment is required under the New Jersey Prompt Payment Law (*N.J.S.A. 2A:30A-1, et seq.*).
9. In case of default by the bidder or contractor, the Borough may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby in addition to any other damages to the Borough.
10. The contract will contain the following provisions:
 - A. The Contractor will indemnify and hold the Borough harmless for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including counsel fees and costs of suit (collectively the "losses"), to which the Borough may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the negligence or intentional acts of the Contractor.

- B. The Contractor will also indemnify and hold the Borough harmless for and from any and all losses to which the Borough may incur by reason of the Contractor's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Borough.
- C. The Contractor further agrees that the Borough reserves its right to monitor and actively participate in the defense of any and all claims against the Borough, at its own expense, if, in its sole discretion, it chooses to do so.
- D. For the purpose of subparagraphs a. through c. above, "Borough" shall include the Borough of Butler, its Mayor, its Borough Council, and its respective employees, volunteers, and agents.

11. The contractor shall maintain the following insurance coverage, and provide proof of same upon award of a contract, in a form and with a company satisfactory to the Borough:

- A. Worker's Compensation
Unlimited coverage and in accordance with New Jersey Status for employers liability.
- B. Commercial General Liability and Contractual Liability Insurance Coverage
Policy to include personal liability, property, contractual liability and completed operations coverage. Bodily Injury limits of \$1,000,000.each person \$2,000,000 per occurrence and Property Damage limits of \$1,000,000.
- C. Automobile Liability Insurance - Insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the bidder
- D. All required Certificates of Insurance shall be provided to the Borough prior to award of contract.

NOTE: The Borough reserves the right to waive or modify the above insurance requirements, if appropriate.

12. List each unit price and extension on the bid proposal form. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid, by the contractor F. O. B. destination and placement at locations specified by the Borough. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered. ALL PRICES MUST INCLUDE ALL SHIPPING CHARGES AND DELIVERY.

13. If determined to be applicable by law, the contractor shall comply with the New Jersey Prevailing Wage Act.
14. The bidder, by submitting a bid, attests to the fact that neither the bidder or any of its sub- contractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred Contractors and Sub-Contractors).
15. The Borough reserves the right to accept any one of equal or tie bids or proposals in accordance with N. J. S. A. 40A:11-6.1(d).
16. Unless otherwise specified, brand names if any, are mentioned for identification purposes only. An equivalent may be accepted if proved to be a true equivalent. The brand or model, etc. must be stated on the bid, otherwise the bid item(s) will be deemed to be exactly as specified.
17. If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the Borough retains the right to re-compute the extended price.
18. In order to comply with requirements of the Local Public Contracts Law, the Borough may cancel the contract whenever the dollar amount expended under the contract reaches or exceeds the initial total contract amount.
19. Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and the corresponding total price figure set forth in the Proposal Forms shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough may not award a contract until all tabulations are complete.
20. The successful contractor will not assign or subcontract the work specified and covered under the terms of the Agreement or any part thereof, without the consent of the Borough, except for any subcontractors named in the RFB.
21. LUMP SUM AWARD– This bid will be awarded on a lump sum basis. All items must be bid in order to be considered for award.

24. Unit price must not exceed four (4) decimal places.

25. ADVISORY TO ALL VENDORS

Notice of "Pay to Play" 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 cumulatively in contracts from New Jersey governmental entities in a calendar year is required to file an annual Business Entity ("BE") disclosure report with ELEC. These reports are due by March 31 following the year being reported. 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 1-609-292-8700.

26. The successful vendor may not impose fuel surcharges during the term of the contract.

27. Persons who receive advertisements, bid documents, revisions or addenda to advertisements or bid documents from a secondary source, such as a bidding service, do so at their own risk as to the timeliness, completeness and accuracy of the information they receive. The Borough is not responsible for sending notices of revisions or addenda to advertisements or bid documents to anyone who receives the advertisements or bid documents from a secondary source and of whom the Borough is not aware.

28. CANCELLATION WITHOUT CAUSE

At its option, the Borough may also cancel any or all called for orders for goods, provided that the Borough will compensate the contractor for the contractor's reasonable overhead and profit related to such orders, but not for the overhead and profit associated with any other goods not called for by the Borough. Likewise, a service contractor shall be entitled to payment for services duly requested by the Borough and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods or services.

29. The Borough reserves the right, in its discretion, to reject unbalanced bids.

30. The contract will contain the following provision: "The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. (N.J.A.C. 17:44-2.2)"

31. A Bid Guarantee in the form of a Bid Bond, Cashier's Check, or Certified Check, made payable to the Borough of Butler in the amount of 10% of the highest aggregate year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the

manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Butler.

32. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
33. These specifications represent minimum standards and all divergences shall be noted in the bidder's exceptions.
34. Any exceptions to these specifications by the bidder must be noted within the spaces provided below or in a separate sheet if additional space is needed. Vendor's literature alone will not suffice in explaining exceptions to these specifications.

2.

BID SUBMISSION CHECKLIST

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

- | | |
|---|--------------------------|
| A. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Butler | ☐ |
| B. Stockholder statement of ownership | ☐ |
| C. Non-collusion affidavit | ☐ |
| D. Consent of surety | ☐ |
| E. Iran Disclosure | ☐ |
| F. Bid Proposal | ☐ |
| G. Acknowledgement of Receipt of Revisions or Addenda | ☐ |
| H. Business Registration – with bid or prior to execution of contract | ☐ |
| I. Evidence of affirmative action compliance; see section 5.3 | ☐ |
| J. Equal Employment Opportunity Form – Exhibit A | ☐ |
| K. Americans With Disabilities Form – Exhibit B | ☐ |

3.

BID SUBMISSION REQUIREMENTS

1. Each bidder shall sign, where applicable, all bid submissions as follows:
 - A. For a corporation, by a principal executive officer;
 - B. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - C. A duly authorized representative if:
 - i. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
2. CONFLICT OF INTEREST AND NON-COLLUSION
 - A. Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion A affidavit" which at a minimum shall attest that:
 - A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
 - B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
3. NO ASSIGNMENT OF BID
 - A. The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Butler agrees to the assignment or other disposition.

SECTION 4 - TECHNICAL SPECIFICATIONS

4.1 Scope of Work

The Contractor shall furnish all labor, supervision, equipment, materials, transportation, permits, disposal facilities, fuel, incidentals, and all other items necessary to completely remove, transport, and lawfully dispose of accumulated sludge and pumpable material from the Borough of Butler Water Treatment Plant Facility.

4.2 Project Description

The designated sludge removal area is estimated to measure approximately 80 feet by 70 feet with material up to approximately 4 feet in depth. The Borough estimates approximately 100 cubic yards of sludge and related pumpable material. These quantities are estimates only and are provided solely for bid evaluation. Bidders may schedule a field visit prior to submitting a bid to determine current conditions. The Borough makes no representation as to the actual quantity of sludge. The estimated quantity is provided solely for purposes of bid evaluation. Payment shall be based upon actual quantities removed and disposed of.

4.3 Work Included

The Contractor shall:

- Mobilize all personnel and equipment.
- Establish a safe work area.
- Remove all sludge, sediment, liquids and pumpable material.
- Load, haul and transport all removed material.
- Furnish all containers required.
- Dispose of all material at a properly licensed disposal facility.
- Maintain the work area in a clean condition.
- Restore the site upon completion.
- Provide disposal manifests, scale tickets and disposal documentation to the Borough.

4.4 Basis of Payment

The contract shall be awarded on the basis of the Total Extended Bid. Payment shall be made based upon the actual quantity of sludge removed and disposed of, multiplied by the Contractor's unit price.

Bidders Exceptions

If any of the specifications cannot be met in full, please list each specification that cannot be delivered as described. If no exceptions are listed it is assumed that all specifications can be provided as described above.

[illegible]

5. AWARD OF CONTRACT

1. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Butler shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Butler to declare the contractor non-responsive and to award the contract to the next lowest bidder.

2. RESPONSIBLE BIDDER

The Borough of Butler shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

3. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be 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.
- B. Within seven days after receipt of notification of the Borough's intent to award any contract, the contractor must submit one of the following to the contracting unit.
 - i. If the Contractor has a federal affirmative action plan approval, which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - ii. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - iii. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period the Borough may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day

shall be cause for the Borough to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4. CERTIFICATES

- A. Upon notification by the Borough, the lowest responsible bidder shall supply to the Borough Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

6. BIDDING DOCUMENTS

1. BID GUARANTY

BID BOND TO BE PROVIDED BY THE CONTRACTOR

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

(Please attach additional sheets if more space is needed)

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

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

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

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

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

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

Part IV Certification

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

Full Name (Print)		Title:	
Signature:		Date:	

3. 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 position)

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

Subscribed and sworn to before me this day, _____, 2____:

Signature of affiant

Type or print name of affiant

Notary public of

My Commission expires _____
(Seal)

4. CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

IRAN DISCLOSURE FORM

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **AND**

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, 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/Offerrer: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offerrer 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 Borough of Butler 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 to notify the Borough 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 Borough of Butler, New Jersey and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

6 BID PROPOSAL FORM

PROJECT: Sludge Removal and
Disposal - Borough of Butler

Item	Estimated Qty	Unit	Unit Price	Total Bid (100 CY)
Removal, Hauling and Disposal of Sludge	100	Cubic Yards	\$_____	\$_____

Price In Words: Unit Price \$_____

Price in Words: Total Bid (100 CY) \$_____

The Total Extended Bid shall be used for purposes of bid evaluation. Final payment shall be based upon the actual quantity of sludge removed and disposed of at the Unit Price bid above.

Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

Telephone Number: _____

Email Address: _____

7. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

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

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Borough of Butler, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

