

TOWNSHIP OF EVESHAM
BURLINGTON COUNTY, NEW JERSEY

NOTICE TO BID

SEALED BIDS WILL BE RECEIVED BY THE TOWNSHIP OF EVESHAM FOR:

2026 DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES

And will be opened and read in public at the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey on September 23, 2026 at 10:00 AM prevailing time in Conference Room "A".

Bid specifications and proposal forms may be obtained from the Township of Evesham, Department of Finance, Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey, Monday through Thursday 8:00 a.m. – 5:30 p.m.

Bids must be made on the Township's proposal form and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside addressed to the Township of Evesham, Office of the Township Clerk, Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053. Bids shall be accepted no later than 10:00 AM at the Township Clerk's office, Room 201. **The bidder shall also provide a copy of the bid documents on a USB flash drive in the bid envelope.**

All bids must be accompanied by a certified check, cashier's check or bid bond for not less than ten percent (10%) of the amount bid but not in excess of \$20,000, and be delivered to the place and by the hour above named.

Bidders shall submit a Certificate (Consent of Surety) with Power of Attorney for the total amount of the bid from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. Failure to submit a bid bond or consent of surety form shall result in rejection of the bid.

The Township will not assume responsibility for bids mailed in.

The Township reserves the right to accept or reject any or all bids, to waive technical defects and make the award to the bidder.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., N.J.S.A. 17:27 (Affirmative Action), P.L. 1963. and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.).

Rebecca Andrews
TOWNSHIP CLERK

Township of Evesham

Instructions to Bidders for

2026 DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES

Sealed bids will be received by the Township of Evesham at 10:00 AM on September 23, 2026 in Conference Room "A" of the Township Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053, at which time said bids will be publicly opened and read aloud for the provision of **2026 DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES** as set forth in the specifications attached hereto.

1. Bids must be on the proposal sheet furnished by the Township and shall be enclosed in sealed envelope addressed to the Township Clerk, 984 Tuckerton Road, Marlton, NJ 08053 with the front of the envelope marked with the name and address of the bidder and the words **"2026 DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES"**.
2. All bidders must complete and forward with the bid a non-collusion affidavit, W-9 form and a corporate disclosure statement setting forth the name and address of all stockholders or partners owning 10% or more stock or interest of the bidder in a corporation or partnership. **The bidder shall also provide an exact copy of the bid documents on a USB flash drive in the bid envelope.**
3. **All bids must be accompanied by a certified check, cashier's check or bid bond for not less than ten percent (10%) of the amount bid but not in excess of \$20,000, and be delivered to the place and by the hour above named.**
4. **Bidders shall submit a Certificate (Consent of Surety) with Power of Attorney for the total amount of the bid from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. Failure to submit the aforementioned bid security shall result in rejection of the bid.**
5. The Township Council intends to award the contract within 60 days form the receipt of bids and reserves the right to reject any or all bids as may be in the best interest of the Township of Evesham.
6. If the bidder's specifications for furnishing products or equipment are, in any respect, not the equivalent of the detailed Township specifications, this discrepancy must specifically be called to the attention of the Township in the bidder's proposal.

7. Unless otherwise specified, the cost of the bid shown shall be the cost to the Township at the delivery point designated which shall be the Township of Evesham Public Works, 100 Sharp Road, Marlton, NJ 08053.
8. The award shall not be binding upon the Township until the contract has been executed by the Township, nor shall any work be performed on account of the proposed contract until the contract has been duly executed and delivered.
9. All bidders shall comply with the requirements of N.J.S.A. 10:5-30 through 38 and P.L. 1975, C. 127 (N.J.A.C. 17.27). An executed copy of "Exhibit A" "Mandatory Affirmative Action Language" must be submitted with the bid proposal.
10. Each bidder shall submit unit prices for any item listed on the bid proposal sheet and said unit prices shall cover all costs of any nature, incident to and growing out of the work, and as specified in the specifications.
11. Only manufactured and farm products of the United States, wherever available shall be used.
12. Within ten (10) days of the date that the Township notifies the successful bidder or bidders of acceptance of the bid, the successful bidder shall execute the contract.
13. The Township reserves the right to select different vendors for specific items that would be in the best interest of the Township of Evesham.
14. Purchases shall be on an as-needed basis with no aggregate requirement to be purchase by the Township of Evesham.
15. All bids shall comply with the requirements of N.J.S.A. 40A:11-1 et seq.
16. If there are any questions, please call **Dave Pfeiffer** at (856) 983-2798 or email pfeifferd@evesham-nj.gov
17. The Township reserves the right to terminate the contract, without penalty, within 14 days of providing written notice to the contractor at the address provided on the proposal page or via email notification.
18. **The initial contract shall be for a period of twelve (12) months. The Township reserves the right to renew this contract for a period of two (2) one (1) year renewals.**

Township of Evesham
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Stockholder Disclosure Certification	
☒	Non-Collusion Affidavit	
☒	Bid Proposal Form	
☒	References	
	Status of Present Contracts	
☒	Exact Copy of Bid Documents on USB Flash Drive	
☒	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
	Public Works Contractor Certificate	
☒	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☒	Mandatory Affirmative Action Language READ ONLY	
	Prevailing Wage	
☒	Americans with Disabilities Act of 1990 Language READ ONLY	
☒	Proof of Business Registration (See Attached Sample)	
☒	W-9	
☒	Investment in Iran, Russia and Belarus Disclosure Forms	
	Acknowledgement of Receipt of Addenda	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A 52:25-24.2 (P.L. 1977 c33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection

Legal Name of Bidder: _____

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

Street Address	City	State	Zip
Telephone #		Fax #	

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who owns ten (10) percent or greater interest therein. Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____ 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 _____
the vendor making the Proposal for the above named project, and that I executed the said
Proposal with full authority so to do; that said vendor 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 Township relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the contract for
said project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement of understanding for a commission,
percentage, brokerage or contingent fee, except bonafide employees or bonafide established
commercial or selling agencies maintained by _____
(Name of Contractor) (N.J.S.A. § 52:34-15).

Print name of affiant under signature

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

Notary Public of

My commission expires _____

FORM OF PROPOSAL

In compliance with the foregoing invitation for bids, and subject to all the conditions thereof, the undersigned offers and agrees, after having carefully examined the specifications, if this bid be accepted within a reasonable time from the date of the opening, to furnish any or all the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, Instructions to Bidders & General Specifications and Specifications and Plans applying form a part of this proposal.

Delivery, to destination as shown, on any or all of the items, to be completed within _____ days from receipt of order.

IMPORTANT: AS DELIVERY MAY BE A DECIDING FACTOR IN THE AWARD OF AN ORDER OF CONTRACT, IT IS IMPORTANT THAT BIDDERS FURNISH THE INFORMATION REQUESTED ABOVE.

The undersigned is a Partnership ()
Corporation ()
Individual () under the laws of the State
Of _____ having principal offices at:

Name of Company: _____

Address: _____

Dated: _____

Signature(s) and title(s) of person(s) authorized to sign.

IMPORTANT: A MEMBER OF FIRM OR A PERSON AUTHORIZED TO SIGN BIDS FOR A CORPORATION MUST SIGN PROPOSAL.

**EVESHAM TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

_____, hereinafter called PRINCIPAL, and
Corporation, Partnership or Individual

Name of Surety

Address of Surety

hereinafter called SURETY, are held and firmly bound unto TOWNSHIP OF EVESHAM, 984
Tuckerton Road, Marlton, New Jersey 08053, hereinafter called OWNER, in the aggregate penal
sum of:

_____ DOLLARS (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, formally by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, the _____ day of _____
_____ for the vehicle/equipment.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all of the undertakings, covenants, terms, conditions and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the OWNER, as set
forth in the specifications made a part of said contract, with or without notice to the SURETY and
if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the owner from all costs and damages which it may suffer by

reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this____day of _____
_____, 2021.

PRINCIPAL:

BY: _____

DATED:

SURETY:

BY: _____

DATED:

WITNESS:

WITNESS:

CONSENT OF SURETY

_____, Surety, authorized to carry on business in New Jersey, by its signature hereupon or that of its attorney-in-fact, certifies to and promises the Township Council of the Township of Evesham that if a Contract for the vehicles/equipment is awarded to _____, Principal, that it as Surety will execute the bond or bonds as required by the Specifications and will become surety in the full amounts set forth in the bid of its Principal for the faithful performance of all obligations of its Principal as Contractor.

This Consent of Surety shall be valid for a period of ninety (90) days from the date of the bid opening.

By: _____
Attorney-in-Fact

SURETY

Address

City, State Zip

Phone Number

POWER OF ATTORNEY FOR ATTORNEY-IN-FACT MUST BE ATTACHED HERETO

Failure to submit this Consent of Surety with the bid shall cause rejection of the bid.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Evesham, (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.

PROOF OF BUSINESS REGISTRATION: N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1). The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2). Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used.
- 3). During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A.54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292. A sample of acceptable forms of business registration certificates is provided with these specifications.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	Date
	U.S. person	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

Date

Print Name and Title



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

**DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES
FOR CONSTRUCTION & DEMOLITION WASTE (TYPE 13C)**

I. Intent

The intent of the bid specifications is to secure a contractor to provide a disposal facility and roll-off container services for solid waste type 13C, construction and demolition waste. The successful bidder will provide the required disposal site and/or container services to the Evesham Public Works facility located at 100 Sharp Road, Marlton New Jersey, 08053.

II. Definition

Solid waste type 13C – Construction and Demolition waste. N.J.A.C. 7:26-2.13(g)

Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.

III. Scope

The vendor will be required to provide two levels of services under this contract.

Service level I:

The vendor must provide a Solid Waste disposal site and/or transfer station to receive Solid Waste type 13C delivered by Evesham Public Works. The disposal site must have all current operating permits as required by local, county, state and federal agencies to operate as a solid waste facility and solid waste transporter. The site must be located within a reasonable driving distance Evesham Township with convenient access routes. Reasonable driving distance is defined as an approximate 30-minute drive one-way from the Evesham Public Works Facility. The Transfer Station must have a truck scale and record keeping system in order to weigh and record the tonnage of Solid Waste type 13C delivered by Evesham Public Works. Scale tickets must be provided to the driver for each load delivered and will serve as verification of tonnage for reporting and payment purposes. The disposal site must be in operation Monday – Friday every week, excluding recognized holidays, and must be open between the hours of 7:00 a.m. to 5:00 p.m.

Service level II:

The vendor must provide, when directed, a minimum of one (1) and up to three (3) 40 cubic yard, open top roll-off containers as needed for the disposal of the solid waste type 13C. The container must be constructed of steel and equipped with one (1) hinged door at the rear and steel rollers for ease of movement. Once notified, the contractor shall pick-up all loaded containers within one (1) working day replacing each loaded container with an empty container. The number of containers needed will be determined by the Superintendent of Public Works or the designee. The waste material must be disposed/recycled at a properly and currently licensed facility. The successful bidder will provide to the Township proof of compliance with all local, county, state and federal licensing requirements and that all services provided will be in compliance with all local, county, state and federal regulation regarding the collection, transportation and disposal of solid waste/recyclable materials. Vendor must ensure that all equipment used to collect, transport and dispose of solid waste is in safe operating condition and properly registered and equipped per local, county, state and federal regulations and all employees are properly licensed and trained to safely transport and dispose of solid waste.

COMPLY WITH SPECIFICATIONS IN THIS SECTION
LIST ANY DEVIATIONS

YES or NO

IV. Pricing

Bidders are asked to submit pricing for disposal (dumping) cost only, (Service Level I), and also pricing for the full service of supplying roll-off container(s) with disposal, (Service Level II). Disposal only shall be a per ton cost for the Township to haul and dump type 13C material at the vendor’s facility for final disposal. Pricing for the full container service shall include a price for the service and a price for the associated disposal costs.

Any additional pricing, costs or options must be noted on the price page. If none are noted, the pricing stated will be considered to cover all costs associated with the services intended in the bid.

Vendor must know to include the proper recycling tax and provide necessary information for any and all required reporting.

COMPLY WITH SPECIFICATIONS IN THIS SECTION	YES	or	NO
LIST ANY DEVIATIONS			

V. Safety

Legal compliance: The contractor will certify that all solid waste disposal operations will be performed in compliance to all applicable State and Federal laws including but not limited to the Williams-Steiger Occupational Safety and Health Act of 1970 as well as any and all local, State and Federal regulations regarding the collection, transportation and disposal of solid waste. The contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to: hiring, wages and any other applicable conditions of employment. The contractor is to supply all necessary personal protective equipment. The Township assumes no liability for failing to provide for the issuance and use of safety equipment for non-Township employees.

COMPLY WITH SPECIFICATIONS IN THIS SECTION	YES	or	NO
LIST ANY DEVIATIONS			

VI. Location and Schedules of Work

The Township of Evesham reserves the right to change, add or delete areas or quantities of containers needed as it deems to be in its best interest.

Prior to the start of the contract, the Superintendent or his designee will identify an area for each container to be placed providing for convenient access for residents, Public Works employees and the contractors vehicles. Public Works personnel shall notify the contractor when it becomes necessary to remove a loaded container. The contractor may elect to establish a collection schedule if necessary due to the volume of material.

Containers may be collected during the hours of 7:00am to 2:00pm Monday through Friday and 8am to 12 noon on Saturday unless otherwise authorized by the Township.

COMPLY WITH SPECIFICATIONS IN THIS SECTION	YES	or	NO
LIST ANY DEVIATIONS			

VII. Indemnity and Insurance

The contractor shall indemnify and hold harmless the Township of Evesham from any and all liability, claims, costs and attorney's fees due to injuries, accidents or damages of any character whatsoever, against the Township arising out of any waste collection, transportation or disposal services by the contractor or it's subcontractors where any such damage is the result of any act or omission by the contractor or it's subcontractor, his agents or employees in or due to the execution for the work called for under this contract.

The contractor shall carry workman's compensation insurance in accordance with the requirements of New Jersey state law including employer's liability limits of \$1,000,000.

The contractor shall also carry general liability insurance with limits of not less than \$1,000,000 combined single limit/\$2,000,000 general aggregate for bodily injury and property damage combined.

The contractor shall also carry automobile liability insurance with limits of not less than \$1,000,000 each accident combined single limit for bodily injury and property damage liability.

The contractor shall carry a liability umbrella policy in the amount of \$1,000,000 per occurrence/ \$5,000,000 general aggregate for general liability, auto liability and employer liability.

The contractor shall carry pollution liability insurance with limits of not less than \$2,000,000 per pollution event and annual aggregate.

The contractor shall provide to the Township's Purchasing Agent prior to commencement of the work, certificates of insurance showing that Township of Evesham are named as additional insured on all liability coverages referenced above, in conformance with the above subject to the approval of the Township solicitor. Such policies shall contain the provision that 30 days' notice of change or cancellation be given to the Township by the insurance company.

COMPLY WITH SPECIFICATIONS IN THIS SECTION	YES	or	NO
LIST ANY DEVIATIONS			

VIII. Qualifications: Experience and References

The contractor shall have been in continuous operation for a period of five years. If requested the contractor shall supply proof to the Township of 5 years of continuous service in the form of corporate tax returns, State of New Jersey Business Registration Certificate, insurance certificate or other approved document.

The contractor will also supply to the Township a minimum of five commercial or government references of similar size and complexity. References consisting of residential customers will not satisfy this requirement.

In addition, if requested the contractor must supply an inventory list of available equipment to be used to satisfy the requirements of this contract. Vendor must be capable, as well as provide proof, of handling the service(s) awarded within the timeline stated in the specifications. The inventory list must also include the plan to handle unanticipated breakdowns and issues which may negatively affect the services within the contract. In the event that the contractor intends to lease equipment, the contractor will be required to produce a valid lease agreement covering the duration of the award.

COMPLY WITH SPECIFICATIONS IN THIS SECTION	YES	or	NO
LIST ANY DEVIATIONS			

IX. Township Rights

Nothing in this contract is meant to prevent the Township, its employees or agents, from providing any solid waste disposal services. The amount of work to be performed is conditioned upon the total amount of funds budgeted for container rental and disposal services. There is no minimum amount of work guaranteed with this bid. The Township is seeking one vendor to provide all of the services described in the specifications but may award separate contracts if it is in the best interest of the Township. The Township may cancel this contract without penalty within 14 days by providing written notice to the contractor at the address provided on the proposal page. The duration of the initial contract shall be for one (1) year with an optional renewal for one additional year if both parties agree to the renewal.

COMPLY WITH SPECIFICATIONS IN THIS SECTION
LIST ANY DEVIATIONS

YES or NO

**DISPOSAL FACILITY AND ROLL-OFF DUMPSTER SERVICES
FOR CONSTRUCTION & DEMOLITION WASTE (TYPE 13C)**

The township reserves the right to award bids in the best interest of the township. All work shall be complete, checked and according to specifications prior to processing payment for services.

Bidders Name and Contact Information:

Location of disposal facility: _____

Hours/days of operation: _____

Any exceptions to bid specifications? YES NO

Fleet inventory list included? YES NO

Reference list included? YES NO

PRICING - C&D Waste type 13C. As per specifications. There are no minimum amounts guaranteed with this contract

Service level I (Disposal Only)

Disposal per ton: _____

Service level II (Container service with disposal)

Service cost: _____

Disposal per ton: _____

Comments:
