

# ***CUMBERLAND COUNTY UTILITIES AUTHORITY***

333 Water Street  
BRIDGETON, NEW JERSEY 08302



**BID SPECIFICATIONS FOR:**

*SLUDGE AND SOLID WASTE HAULING SERVICES*

**Bid Opening:** May 9, 2024, at 10:00 AM

**Specification:** 2024-10

## **TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
Advertisement and Notice to Bidders	3
General Instructions and Conditions	4
Sample Contract	12
Bid Check List	15
Addenda Acknowledgement	16
Corporate Disclosure Statement P.L. 2016, c. 43	17
Affirmative Action Regulations P.L. 1975, c. 127	21
Disclosure of Investment Activities in Iran Form	22
Non-Collusion Certification	24
Bid Specification	25
Bid Proposal	28
Certification of Non-Involvement – Russia or Belarus	30

**ADVERTISEMENT  
AND NOTICE TO BIDDERS  
CUMBERLAND COUNTY UTILITIES AUTHORITY**

Notice is hereby given that sealed bids for Providing Hauling and Disposal Services for Liquid and Dewatered Wastewater Treatment Plant Sludge and Solid Waste for the Cumberland County Utilities Authority will be received, publicly opened and read aloud by the Director of the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, at the hour of 10:00 a.m. prevailing time, on Thursday, May 9, 2024. Late bids will be returned unopened.

Bids shall be made on the bid forms provided and, in the manner, prescribed. They shall be enclosed in sealed envelopes bearing the legend:

**Bid For: Proving Hauling and Disposal Services for Liquid and Dewatered  
Wastewater Treatment Plant Sludge and Solid Waste  
Specification No. 2024-10**

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.

The Cumberland County Utilities Authority reserves the right to waive any informality in any bid and to reject any or all bids as provided for in the instructions to bidders.

Bid specifications can be downloaded at [www.ccuu.info](http://www.ccuu.info) / Current Projects Link or may be obtained for \$10 fee from the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, daily between 8:30 AM and 3:00 PM, or by mail upon telephone request by calling (856) 455-7120.

Bob Carlson, Executive Director

**CUMBERLAND COUNTY UTILITIES AUTHORITY  
GENERAL INSTRUCTIONS AND CONDITIONS**

**1. Bid Submission**

Bids shall be submitted on the Bid Form supplied herewith. They shall be returned in sealed envelopes addressed to:

Cumberland County Utilities Authority  
333 Water Street  
Bridgeton, NJ 08302  
**Attn: Robert Carlson**

*The envelope shall be marked in the lower left quadrant:*

**Bid For: Providing Hauling and Disposal Services for Liquid and Dewatered Wastewater Treatment Plant Sludge and Solid Waste Spec. No. 2024-10**

The Authority accepts no liability for bids opened in error due to the absence of such notation.

**Notice – Respondents Must Register to be considered as a successful respondent. Each respondent must provide Company name, Project Name, Contact person name with email and phone number. Registration should be made by emailing the required information above to Minerva Scogna at [mscogna@ccuanj.gov](mailto:mscogna@ccuanj.gov).**

**2. Bid Security Required for this Bid:** Yes  No

When required, a bid bond, cashier's check, or certified check, payable to Cumberland County Utilities Authority, for 10 percent of the total amount of the bid (but not over \$20,000.00) shall accompany each bid. It shall be subject to forfeit and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has rendered the contract.

**3. Performance Bond Required for this Bid:** Yes  No

When a Performance Bond is specified, bidders shall include with their bid a surety company's certificate that it will provide such a bond for 100% of the total bid amount if the bidder is awarded a contract.

The cost of the Performance Bond will not be paid as a separate item. The cost of the Performance Bond is to be included in the unit prices bid.

A successful bidder shall, when required, furnish such a Performance Bond in the total amount of the contract. Said bond shall be that of an approved company authorized to transact business in the State of New Jersey.

A successful bidder may substitute a cashier's check or certified check payable to Cumberland County Utilities Authority in lieu of a Bond.

#### **4. Public Disclosure**

No corporation or partnership may be awarded a contract for the performance of work or the Purchase of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52: 25-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

#### **5. Interpretation of Specification**

The bidder understands and agrees that its bid is submitted on the basis of specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Should a discrepancy be discovered in the specification it must be brought, in writing, to the attention of the Cumberland County Utilities Authority, immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Utilities Authority to all bid holders.

#### **6. Award**

The Cumberland County Utilities Authority may award the contract to the lowest responsible bidder meeting all of the specifications and requirements of the bid. Delivery as well as price will be considered in the award of all contracts. The contract may be extended two (2) additional years provided that all the terms and conditions remain the same and upon mutual agreement of the Contractor and the Authority.

#### **7. Qualification of Bidders**

A Bid will be considered as evidence that the bidder has fully examined and understands the specifications.

It is understood that bidder making a bid must accept the terms and conditions contained within the specification.

#### **8. Exceptions to Specifications**

Exceptions, if any, to the bid specifications shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the items specified. The burden of proof shall be on the vendor. The Cumberland County

Utilities Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

**9. Time For Making Award**

The Cumberland County Utilities Authority shall make contract awards or reject all bids within sixty (60) days after the bid opening.

**10. Indemnification**

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Cumberland County Utilities Authority, its agents and employees, from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Authority and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnification shall automatically become effective.

**11. Insurance**

The bidder shall carry Public Liability Insurance and maintain the same in force during term of the Contract.

Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Cumberland County Utilities Authority at the point of delivery, and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage and such other perils as Cumberland County Utilities deems appropriate

The bidder shall provide with the bid, a certificate of insurance providing for the coverage's indicated above. The successful bidder shall from time to time provide the Cumberland County Utilities Authority with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

**12. Prices**

Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

**13. Withdrawal of Bid**

A written request for the withdrawal of a bid will be granted if received by the Cumberland County Utilities Authority before any bid has been opened.

#### **14. Taxes**

The Cumberland County Utilities Authority is exempt from State Taxes.

#### **15. Affirmative Action**

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Following is the required regulatory text:

**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, 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted

county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the 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, 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 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.**

## **16. Americans With Disabilities Act Equal Opportunity for Individuals with Disabilities**

The contract and the Cumberland County Utilities Authority, hereafter ("Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 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 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 the 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 this Agreement or otherwise at law.

## **17. Questions**

Questions concerning this bid invitation may be directed to the Cumberland County Utilities Authority by calling (856) 455-7120.

## **18. Items Bid**

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for said item shall be rejected.

## **19. Late or Lost Bids**

The Cumberland County Utilities Authority accepts no liability for bids not opened due to lateness or being lost in transit.

The bidder should pay particular attention to the bid checklist attached as it lists the items that must be returned to the Cumberland County Utilities Authority to constitute a valid bid.

## **20. Codes and Regulations**

The Services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to this service, including but not limited to: Federal, State and Local Codes; and any applicable OSHA requirement.

This includes the current Motor Vehicle Inspection Regulations of the State of New Jersey.

**21. Owner's Rights**

The Cumberland County Utilities Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Utilities Authority.

**22. Rejection of Bids**

Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.

**23. Payments**

Payment shall be made to the contractor after receipt of an invoice upon inspection and acceptance of the service by an authorized representative of the Cumberland County Utilities Authority. Payments are made by the Cumberland County Utilities Authority after the regular monthly meeting, held on the third Thursday. **Invoice must be received by the Cumberland County Utilities Authority at least ten (10) days prior to that meeting.**

**24. Compliance with Regulations**

The successful bidder will be required to comply with any and all disposal requirements of the Cumberland County Utilities Authority, and all federal, state, and local laws, regulations and requirements pertaining to the performance of the work called for under this bid.

**25. Quantities**

It shall be understood and agreed that the quantities listed in the specifications and on the Proposal Page are estimates only and may increase or decrease in accordance with the actual requirements of the Cumberland County Utilities Authority.

**26. Subcontractors**

The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority. Any subcontractors anticipated to be utilized during the performance of the contract are

to be identified at the time of proposal submission.

**27. Business Registration**

In compliance with New Jersey P.L. 2004, Chapter 57, the bids must contain a copy of the N.J. Business Registration Certificate. Failure to provide this proof of registration shall be reason for rejection of Bid.

**CUMBERLAND COUNTY UTILITIES AUTHORITY  
STANDARD FORM OF CONTRACT**

Number C2-xxxxx

THIS AGREEMENT made the \_\_\_ day of, 2024 by and between, the **CUMBERLAND COUNTY UTILITIES AUTHORITY**, with offices located at 333 Water Street, Bridgeton, New Jersey 08302 (hereinafter called "Authority"), party of the First Part.

and \_\_\_\_\_, (hereinafter called "Contractor"), party of the Second Part.

**WITNESSETH:**

For and in consideration of the services to be supplied by Contractor and payment hereinafter specified and agreed to be made by the Authority, the parties herein agree as follows:

1. The Contractor shall and will provide the services in accordance with proposal submitted on May 9, 2024, said proposal and Resolution #xxxx being hereby incorporated into and made a part of this Contract, directed to the Cumberland County Utilities Authority.
2. All services received pursuant to this Contract are subject to the inspection and approval of the Authority, or its designated agent. In the event of an ambiguity in any part of proposal and whether the services comply with the proposal, the Authority's determination of the meaning of the proposal shall prevail. If it shall be necessary to provide additional specifications to clarify any ambiguity, such additional specifications will be furnished by Authority and the parties hereto agree to conform to and abide by the same insofar as same may be consistent with the purpose and intent of this contract.
3. Contractor is not and shall not be considered in any respect an agent of or for the Authority in the performance of this Contract but is expressly stated to be an independent contractor.
4. Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, official, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.
5. Contractor shall abide by and comply with all appropriate provisions of law applicable to the provisions of this contract and of the services agreed to be performed and the goods and materials to be supplied. This contract and all of its provisions shall be construed under the laws of the State of New Jersey.
6. For authorized services actually performed pursuant to this contract, Authority shall pay Contractor as set forth in Contractor's Proposal, said payments to be made in the manner and upon conditions as set forth in the proposal, after inspection and acceptance by the Authority or its designated representative.
7. No payment shall be made by Authority except for services actually performed and/or goods or materials actually delivered and only after submission to Authority of properly completed voucher forms together with such data as Authority may require in support thereof in accordance with the Authority's regular billing and payment procedure. Vouchers will be paid by the Authority within ten days after the regular monthly meeting at which the voucher has been approved. Approval of vouchers will not be unreasonably withheld provided, however, that the voucher was received at least ten days prior to the regular meeting of the Authority.
8. This Agreement may be terminated by AUTHORITY on thirty (30) days written notice to CONTRACTOR without cause, or by mutual written agreement of the parties, or by either party on ten (10) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
9. The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority.

**CUMBERLAND COUNTY UTILITIES AUTHORITY**  
**STANDARD FORM OF CONTRACT**  
Number C2-xxxxx  
**PAGE 2**

10. 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. 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 **CUMBERLAND COUNTY** 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 **NJSA 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 **NJAC 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 appropriate recruitment agencies in the area, including 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.

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 and conform with the applicable employment goals, 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

**CUMBERLAND COUNTY UTILITIES AUTHORITY**  
**STANDARD FORM OF CONTRACT**  
Number C2-xxxxx  
**PAGE 4**

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the parties hereto have duly executed this contract and sealed same or caused its seal to be affixed hereto.

CONTRACTOR

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

WITNESS OR ATTEST:

BY \_\_\_\_\_

(Corporate Seal)

**CUMBERLAND COUNTY UTILITIES AUTHORITY**

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

WITNESS OR ATTEST:

BY \_\_\_\_\_

(Corporate Seal)

**BID DOCUMENT SUBMISSION CHECKLIST**  
Cumberland County Utilities Authority

**Failure to complete and submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).**

Required With  
Submission of Bid  
(Owner's  
Checkmarks)

Initial Each Item  
Submitted with  
Bid (Bidder's  
Initials)

	A bid guarantee as required by N.J.S.A. 40A:11-21	
✓	A statement of corporate ownership, pursuant to N.J.S.A.	
✓	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement,	
	A certificate from a Surety Company pursuant to Section 22 of P.L. 1971, C. 198 (C.40A:11-22)	
✓	Business Registration as required Pursuant to P.L. 2001, C 134 (C.52:32-44)	
	A listing of Subcontractors pursuant to Section 1 of P.L. 1977, C 33 (C.52:25-24.2)	
✓	Confirmation of Respondent Registration (mscogna@ccuanj.gov)	

**Failure to submit the following documents may be a cause for the bid to be rejected (N.J.S.A. 40:11-23.1b).**

Required With  
Submission of Bid  
(Owner's Checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's Initial)

Required With  
Submission of Bid  
(Owner's Checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's Initial)

✓	Corporate Disclosure Statement		✓	Affirmative Action Program Form	
✓	Non-Collusion Certificate				

**Signature: The undersigned hereby acknowledges and has submitted the above-listed requirements.**

Name of Bidder: \_\_\_\_\_

By Authorized Representative

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

Printed Name and Title: \_\_\_\_\_

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

**ADDENDA ACKNOWLEDGMENT**  
**Cumberland County Utilities Authority**

**FAILURE TO COMPLETE AND SUBMIT THIS ADDENDA ACKNOWLEDGMENT WITH BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<b>Local Unit Reference Number or Title Addendum/Revision</b>		<b>How Received (mail, fax, pick-up, etc.)</b>		<b><u>Date Received</u></b>

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative

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

Printed Name and Title: \_\_\_\_\_

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



**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:	

# **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.**

**AFFIRMATIVE ACTION REQUIREMENTS  
PROCUREMENT AND SERVICE CONTRACTS**

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor must present one of the following to the Cumberland County Utilities Authority:

- a. An existing federally approved or sanctioned affirmative action program.
- b. A State of New Jersey Certificate of Employee Information Report Approval.
- c. If the successful Contractor cannot present "a" or "b", he/she will be required to submit a completed Employee Information Report (Form AA302). This form will be made available to the successful contractor by the Cumberland County Utilities Authority.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON- RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS.**

**PLEASE EXECUTE THIS FORM AND SUBMIT WITH BID PACKAGE**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**  
**N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)**

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART A; VENDOR INFORMATION</b>	
Individual or Organization Name:	
Address of Individual or Organization:	

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.

<b>PART B: CHECK THE APPROPRIATE BOX</b>	
<input type="checkbox"/>	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.
<b>OR</b>	
<input type="checkbox"/>	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	
Duration of Engagement	
Anticipated Cessation Date	

**PART C: 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.

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

**NEW JERSEY  
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

SS:

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

I, \_\_\_\_\_ of the city of \_\_\_\_\_  
(Partnership, Corporation, Individual)

In the County of \_\_\_\_\_ and the 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 bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 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 State of New Jersey relies upon the truth of the statements contained in said Proposal and in the Statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_  
(N.J.S.A. 52:34-15)

(Name of Contractor)

Subscribed and sworn to \_\_\_\_\_

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(also type or print name of affiant under signature)

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

My Commission expires \_\_\_\_\_ 20 \_\_\_\_\_



## **Bid Specifications**

### **Hauling and Disposal Services for Liquid and Dewatered Wastewater Treatment Plant Sludge and Solid Waste for the CUMBERLAND COUNTY UTILITIES AUTHORITY BRIDGETON, NEW JERSEY**

The Cumberland County Utilities Authority (CCUA) is requesting bids for services for hauling and disposal of liquid and solid wastewater treatment sludge and solid waste on an "as needed" basis from the treatment plant located at 333 Water Street in the City of Bridgeton, New Jersey. Term of the contract shall be for two years with an option for renewal for an additional two-year term.

Solid waste shall be delivered to the Cumberland County Improvement Authority's Solid Waste facility on Jesse Bridge Road in Deerfield Township, Cumberland County, NJ.

Dewatered sludge cake has been pre-approved for delivery to the Atlantic County Utilities Authority (ACUA) incinerator on US Route 30 in Atlantic City, Atlantic County, NJ; liquid sludge has been pre-approved for delivery to the DELCORA incinerator in Chester, PA. Alternate location(s) and method(s) of disposal may be proposed by the bidder, but the bidder shall be required to secure any required regulatory agency approvals for any alternate location.

#### **A. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED**

All hauling will be on an "as-needed" basis; any estimated quantities contained here-in are intended to assist the bidder in determining approximate extent of workload and prepare a bid. All sludge and solid waste are to be hauled from the CCUA treatment plant at 333 Water Street in Bridgeton to the appropriate disposal site.

Liquid sludge will be picked up from the sludge storage tank at the CCUA and transported in tanker trailers provided by the Contractor for delivery to the DELCORA sludge incineration facility in Chester, PA for disposal. Hauler shall be responsible for scheduling deliveries with DELCORA. The CCUA shall maintain appropriate approvals with DELCORA for acceptance of its sludge at their facility.

Sludge cake will be picked up in a 20 cy roll off bin at the CCUA and transported to the ACUA incineration facility on US Route 30 in Atlantic City, NJ for disposal. The CCUA shall maintain appropriate approvals with ACUA for acceptance of its sludge at their facility.

Solid waste will be picked up in a 25 cy roll off bin at the CCUA and transported to the CCIA landfill on Jesse Bridge Road in Deerfield Township, Cumberland County.

## **B. QUALIFICATIONS**

Hauler shall maintain all appropriate insurance, permits, and approvals as may be required to haul municipal sewage sludge or solid waste to the appropriate disposal location(s) for which a bid may be awarded. CCUA shall ensure that the material to be hauled is acceptable for disposal at the designated location, and that any containers provided by the CCUA have appropriate decals and registrations for the intended purpose.

Hauler shall be capable of providing tankers for vacuum loading sludge with an average solids content of 4.5% from the CCUA storage tank. Hauler shall be responsible for providing trucks capable of carrying the CCUA roll off bins and emptying them at the destination. If the hauler elects to use his own bins, an empty bin shall be left at the CCUA until such time as the next delivery is made.

## **C. SCOPE OF WORK**

Work shall be on an "as needed" basis as agreed to by CCUA and the hauler, and subject to any scheduling limitations of the disposal site. There is no guaranteed minimum demand for service, although for any alternate disposal site proposed under C-4 below CCUA will guarantee a minimum of 100,000 gallons per month of liquid sludge.

Bidders may provide proposals for any or all of the services as specified in C1 to tC4 below; the CCUA will award bids to any combination of bidders deemed to be in the best interest of the Authority. Estimated demand for service is as follows:

1. Sludge Cake: Typically, 2- 20 cy roll off bins per week. CCUA bins shall be used for hauling and returned when emptied. Delivery receipt and/or weight ticket(s), as required by the disposal site, shall be left with CCUA when bins are returned.
2. Liquid Sludge: Daily sludge removal is anticipated to be 2-4 tank trailers per day, using tank trailers provided by the hauler. A delivery manifest shall be required for each load removed. Expected need varies.
3. Solid Waste: Typically, 2-25 cy roll off bins per month, estimated maximum of four (4) bins. CCUA bins shall be used for hauling and returned when emptied.
4. Alternate Sludge Disposal: Alternative disposal locations and methods (such as land application) are acceptable. Any proposed site must have appropriate permits in place to accept wastewater treatment sludge.

## **D. PAYMENT FOR SERVICES**

Hauler shall submit to the CCUA a monthly invoice for services performed. The CCUA approves payment invoices the 3rd Thursday of the month; invoices must be submitted before

the 2nd Thursday of the month in order to be scheduled for payment at that month's meeting. Invoices shall separate charges for hauling from any tipping or disposal fees at the respective disposal location. Disposal fees shall be passed through without markup. Where available from the disposal site, third party billing by the disposal site to CCUA is acceptable.

**E. ALTERNATE DISPOSAL LOCATIONS**

Disposal at any location other than specified above shall be subject to CCUA approval. If an alternate disposal location is approved, the hauler shall be responsible for securing any necessary permits or approvals for acceptance at the proposed alternate location.

**F. AWARDING OF CONTRACT**

Contract may be awarded to one or more haulers providing the lowest responsible bid for each service as outlined in section C above. Term of the contract shall be for 24 Month Contract starting June 1, 2024, to May 31, 2026, with a renewal option for an additional two (2) year term.

**Cumberland County Utilities Authority**  
**Bid Proposal for**  
**Hauling and Disposal Services for Liquid and Dewatered Wastewater**  
**Treatment Sludge and Solid Waste 2024-10**

**FEE SCHEDULE**

(Complete and submit with proposal)

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Email: \_\_\_\_\_

1. Sludge Cake: Cost per 20 cy bin
- a. Pickup and delivery to the ACUA incinerator and returned empty, exclusive of tipping fees

\$ \_\_\_\_\_ per bin  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents)

- b. Alternate site: \_\_\_\_\_

\$ \_\_\_\_\_ per bin  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents)

2. Liquid Sludge:
- a. Cost per gallon for loading and delivery to the DELCORA incinerator, exclusive of tipping fees

\_\_\_\_\_ cents per gallon  
\_\_\_\_\_ cents per gallon)

- b. Alternate site: \_\_\_\_\_

\_\_\_\_\_ cents per gallon  
\_\_\_\_\_ cents per gallon)

3. Solid Waste: Cost per 25 cy bin

- a. Pickup and delivery to the Cumberland County Improvement Authority solid waste complex, exclusive of tipping fees

\$ \_\_\_\_\_ per bin

\_\_\_\_\_ dollars and \_\_\_\_\_ cents)

4. Alternative Disposal (if applicable):

Name of Site: \_\_\_\_\_

- a. Cost per gallon for loading, delivery, and disposal:

\_\_\_\_\_ cents per gallon

\_\_\_\_\_ cents per gallon)

- b. Cost per gallon for disposal only, with delivery made by the CCUA

\_\_\_\_\_ cents per gallon

\_\_\_\_\_ cents per gallon)



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

CONTRACT TITLE \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.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 engaged in prohibited activities in Russia or Belarus<sup>(1)</sup>. 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.

## CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

*(Check the Appropriate Box)*

- A That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.
- OR**
- B That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.
- OR**
- C That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.  
**Description of Prohibited Activity** *(Attach Additional Sheets if Necessary)*

## Additional Certification of Federal Exemption and/or License

*(Complete only if appropriate)*

- D I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license 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

### Definitions

<sup>(1)</sup> 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. 262f(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).

<sup>(2)</sup> Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus; or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.