

# MORRIS COUNTY MUA

## Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Magnum Waste Service Inc.  
\_\_\_\_\_, Hereinafter called the Principal, as Principal, and the Old Republic  
Insurance Company of 411 Hackensack Ave Suite 200 Hackensack, NJ 07601 a corporation duly organized  
under the laws of the State of Pennsylvania, hereinafter called the Surety, as Surety are held and  
firmly bound unto Morris County Municipal Utilities Authority hereinafter called the Obligee, in the  
sum of Ten Percent Not to Exceed Twenty Thousand Dollars, (\$10% NTE \$20,000) for the payment of  
which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for Bid#2026-SW02 Leachate Collection and Disposal  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid and give bond or bonds as may be specified in the Bid  
Documents with good and sufficient surety for the faithful performance of such Contract and the prompt payment of  
labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

SIGNED AND SEALED this 24th day of April, 20 26. In the presence of:

Magnum Waste Service Inc.

[Signature]  
(Principal)

(SEAL)

President  
(Title)

Old Republic Insurance Company

[Signature]  
(Surety)

Kathleen Kitchell  
Kathleen Kitchell

(SEAL)

Attorney-In-Fact  
(Title)

(SEAL)

[Signature]  
(Witness)

[Signature]  
(Witness) Francesca P. McAllan

# MORRIS COUNTY MUA

## *Consent of Surety*

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 24th day of April, 2026

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

By Kathleen Kitchell  
*Surety Company*  
*Attorney-in-Fact* Kathleen Kitchell

Attest:

Francesca P. McAllan  
Francesca P. McAllan, Witness



# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:  
GEORGE LISTA, NORANNE SHAROV, FRANCESCA P. MCALLAN, CAMERON G. LEARY, KATHLEEN KITCHELL, OF AUGUSTA, NJ

its true and lawful Attorney(s)-in-Fact, with unlimited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds) , as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of MARCH, 2026.

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of MARCH, 2026, personally came before me, ALAN PAVLIC and KEVIN J. ABITZ to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Notary Public

My commission expires: 9/28/26

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

66-3000

Signed and sealed at the City of Brookfield, WI this 24<sup>th</sup> day of April, 2020.



Assistant Secretary

PROVIDENT PROTECTION PLUS INC

OLD REPUBLIC INSURANCE COMPANY  
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	\$2,453,673,474
Common stocks	565,874,958
Cash, cash equivalents and short-term investments	163,642,536
Receivable for securities	0
Bonds, short-term investments and cash held under retrospective rating agreements	186,816,584
Premiums and considerations – uncollected premiums and agents’ balances in the course of collection	784,339,389
Deferred premiums, agents’ balances and installments booked but deferred and not yet due	7,721,924
Accrued retrospective premiums	221,993
Funds held by or deposited with reinsured companies	821,389
Other amounts receivable under reinsurance contracts	955,961
Amounts recoverable from reinsurers	163,559,250
Electronic data processing equipment and software	406,517
Investment income due and accrued	26,421,077
Current federal and foreign income tax recoverable and interest	1,228,974
Receivables from parent, subsidiaries and affiliates	33,486,892
Other assets	4,833,206
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$4,394,004,124</u></b>

LIABILITIES AND SURPLUS

Losses	\$1,229,821,598
Reinsurance payable on paid losses and loss adjustment expenses	15,341,385
Loss adjustment expenses	211,024,737
Commissions payable, contingent commissions and other similar charges	9,320,486
Other expenses (excluding taxes, licenses and fees)	29,624,639
Taxes, licenses and fees (excluding federal income taxes)	59,948,051
Current federal income taxes	0
Net deferred tax liability	17,483,036
Unearned premiums	357,274,850
Dividends declared and unpaid - policyholders	0
Advance premium	136,048
Ceded reinsurance premiums payable (net of ceding commissions)	624,792,449
Funds held by company under reinsurance treaties	103,123,318
Amounts withheld or retained by company for account of others	210,127,614
Remittances and items not allocated	44,503,076
Provision for reinsurance	55,901,076
Payable to parent, subsidiaries and affiliates	3,893,933
Other liabilities	13,599,745
<b>TOTAL LIABILITIES</b>	<b><u>\$2,985,916,041</u></b>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,418,657
<b>SURPLUS AS REGARDS POLICYHOLDERS</b>	<b><u>\$1,408,088,083</u></b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$4,394,004,124</u></b>

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028



SURETY DISCLOSURE STATEMENT AND CERTIFICATION  
Pursuant to N.J. S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

OLD REPUBLIC INSURANCE COMPANY, surety on the attached bond, hereby certifies(y) the following:

- 1) The surety meets the applicable capital and surplus requirements of R. S. 17:17-6 or R. S. 17:17-7 as of surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2023 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by KPMG, L.L.P., 303 E. Wacker Drive, Chicago, IL 60601, and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>SURETY COMPANY</u>	<u>CAPITAL</u>	<u>SURPLUS</u>
OLD REPUBLIC INSURANCE COMPANY	3,800,004	1,407,729,296

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U. S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U. S. C. Section 9305, the underwriting limitation established there on July 1, 2024 (most recent calendar year available) is as follows:

<u>SURETY COMPANY</u>	<u>LIMITATIONS</u>
OLD REPUBLIC INSURANCE COMPANY	140,773,000

- 4) The amount of the bond to which the statement and certification is attached is \$ The Amount Bid
- 5) If, by virtue of one or more contacts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above,
- 6) then for each such contract of reinsurance:
  - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>REINSURER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
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And,

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 5(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Kathleen Kitchell as Attorney-in-fact for Old Republic Insurance Company, a corporation, domiciled in Pennsylvania, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

Kathleen Kitchell

(Signature of certifying agent/officer)

Kathleen Kitchell

(Print name of certifying agent/officer)

Attorney-in-fact

(Title of certifying agent/officer)

Date: 4/24/26

SURETY ACKNOWLEDGMENT

State of     New Jersey    

County of     Sussex    

On this   24th   day of   April,   2026

Before me personally came   Kathleen Kitchell   to me known, who being by me duly sworn, did depose and say that he/she is an   Attorney-in-Fact   of   Old Republic Insurance Company   the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires \_\_\_\_\_

*Cameron G. Leary*

**CAMERON G. LEARY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2030**



# *Submission of Written Questions and Answers Regarding Bid Package For*

## **BID#2026-SW02 LEACHATE COLLECTION AND DISPOSAL**

**Bid Dated March 2026**

### **Contents**

**Notice to Bidders**

**Exhibit A:** Written Questions and Answers Regarding the Bid Document.

### **Authority Members**

Mr. Christopher Dour, ***Chair***

Ms. Maria Farris, ***Vice Chair***

Mr. James Barry

Mr. Frank J. Druetzler

Dr. Dorothea Kominos

Dr. Arthur Nusbaum

Mr. Larry Ragonese

Mr. Ron Smith

Ms. Laura Szwak

**MCMUA Executive Director**

Mr. Larry Gindoff

**Counsel**

Maraziti Falcon LLP

## **Notice To Bidders**

Morris County Municipal Utilities Authority  
Morris County, New Jersey

Bid Package For:

BID #2026-SW02- LEACHATE COLLECTION AND DISPOSAL

On March 27, 2026, the Morris County Municipal Utilities Authority (the “Authority” or “MCMUA”) issued a Notice to Bidders requesting bids for “Leachate Collection and Disposal.”

Pursuant to the Information for Bidders and Requirements of Bid contained in the Bid Documents, all those who received Bid Packages were permitted to submit written questions to the MCMUA regarding the Bid Documents by April 8, 2026. In response to the written questions received, and to clarify certain terms and conditions of the Request for Bids, the Authority has prepared the attached document titled “Exhibit A: Written Questions and Answers Regarding the Bid Document.”

None of the responses provided herein require the issuance of an addendum or result in any changes to the Bid Documents.

Morris County Municipal Utilities Authority  
370 Richard Mine Road  
Wharton, New Jersey 07885

## Exhibit A: Written Questions and Answers Regarding the Bid Document

1. **Question-** *Bi-Annual tank cleaning: dimensions, amount of sediment/sludge, and if available approx. Amount of time it took prior to complete cleaning?*

**Answer-** The tank is a steel 6,000-gallon underground storage tank (UST) located within the parking area of the MCMUA Household Hazardous Waste Facility. The estimated quantity of sediment/sludge removed during each cleaning event is approximately 1,000 to 1,500 pounds. The typical duration required to complete a cleaning event is approximately 4 to 6 hours.

2. **Question-** *Can you provide previous rates for the past two (2) years? What is the current per gallon rate?*

**Answer-** Historical per-gallon rates for the past two (2) years are not available. During that period, leachate collection and disposal services at the MCMUA Transfer Stations in Mount Olive and Parsippany-Troy Hills Townships were managed by a third-party contractor that was responsible for operations, and the Authority does not maintain records of the contractor's pricing. The current per-gallon rate is therefore not available.

3. **Question-** *This site is a county entity: will prevailing wage rates apply?*

**Answer-** Bid #2026-SW02- Leachate Collection and Disposal is not subject to prevailing wage requirements.

4. **Question-** *Approx. How many times per week/month were services for leachate disposal requested?*

**Answer-** Leachate collection and disposal services were requested approximately 1 to 2 times per week, or 4 to 8 times per month from the MCMUA Mount Olive Transfer Station.

5. **Question-** *The past two years: what was the average (approx.) amount of leachate disposed of?*

**Answer-** The approximate average volume of leachate removed from the MCMUA Mount Olive Transfer Station is 275,000 gallons annually. Over the past two (2) years, this equates to an estimated total of approximately 550,000 gallons.

6. **Question-** *Who is current incumbent? Who is the current vendor?*

**Answer-** Information regarding the current or past vendors is not available. During that period, leachate collection and disposal services at the MCMUA Transfer Stations in Mount Olive and Parsippany-Troy Hills Townships were managed by a third-party contractor responsible for facility operations, and the Authority does not maintain records of the subcontractors or vendors utilized.

7. **Question-** *Do both facilities work starting at 7am?*

**Answer-** Please refer to page 20 of the bid specifications: Section 2.2 Schedule. "The primary hauling schedule shall be between the hours of 7:00AM and 3:00PM, Monday through Friday. Additional hauling may be scheduled between the hours of 7:00AM and 11:00AM on Saturdays, or at other times as mutually agreed upon by the MCMUA and the Contractor." The Parsippany-Troy Hills Sanitary Sewer Utility operates the Wastewater Treatment Plant, with staff typically working Monday through Friday from 7:00AM to 3:30PM.

8. **Question-** *Does MCMUA get billed directly for disposal or is this to be included in the haulers per gallon rate?*

**Answer-** Please refer to page 20 of the bid specifications: Section 1.3 Disposal/Receiving Facility. "The Contractor will be required to deliver the leachate to the designated approved facility; Parsippany-Troy Hills Wastewater Treatment Plant. The MCMUA will be financially responsible for maintaining the account at Parsippany-Troy Hills Wastewater Treatment Plant." The Parsippany Sanitary Sewer Utility is located on Edwards Road and New Road Intersection, Parsippany, New Jersey 07054.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MAGNUM WASTE SERVICE INCORPORATED

**Trade Name:**

**Address:** 11 DONNA LEE COURT  
DENVER, NJ 07834

**Certificate Number:** 1310455

**Effective Date:** March 09, 2007

**Date of Issuance:** March 06, 2026

**For Office Use Only:**

20260306140542542

[Return](#)

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**      INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2026** to **15-Mar-2033**

**MAGNUM WASTE SERVICE**  
**23 PINE ST**  
**KENVIL**

**NJ 07847**



*Aaron Binder*  
**AARON BINDER**  
**STATE TREASURER**

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
ANNUAL REPORT CERTIFICATE**

**MAGNUM WASTE SERVICE INCORPORATED**  
0400171019

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for MAGNUM WASTE SERVICE INCORPORATED was submitted on 04/03/2025 for the year: 2025

**Registered Agent and Office**

FRANKLIN W. BOENNING, ESQ.  
275 TENNIS COURT  
WALL TOWNSHIP, NJ 07719

**Main Business Address**

23 Pine Street  
Kenvil (Morris), NJ 07847

**Principal Business Address**

23 Pine Street  
Kenvil (Morris), NJ 07847

**Officers and Directors**

MANAGER  
Steven Hunkele  
23 Pine Street  
Kenvil (Morris), NJ 07847



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
3rd day of April, 2025*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio  
State Treasurer*

Certificate Number : 2888463756  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 02-27-2024

Employer Identification Number:  
99-1576786

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

MAGNUM WASTE SERVICE  
% STEVEN HUNKELE  
160 GOLD MINE RD STE 20  
FLANDERS, NJ 07836

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1576786. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2025
Form 944	01/31/2025
Form 1120	02/27/2024

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2008. Please file your return(s) by 03/13/2024. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is MAGN. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.





BID#2026-SW02

LEACHATE COLLECTION AND  
DISPOSAL

# MORRIS COUNTY MUA

## *Legal Notice*

Notice is hereby given by the Morris County Municipal Utilities Authority (“MCMUA”) that sealed bids will be received by the Morris County Municipal Utilities Authority (“MCMUA”) on **April 24, 2026 at 11:00 a.m.** prevailing time in the Morris County Municipal Utilities Authority (“MCMUA”) office located at 370 Richard Mine Rd. Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

### **BID#2026-SW02 LEACHATE COLLECTION AND DISPOSAL**

#### **Obtaining Proposal Documents:**

- Bid Documents shall be made available on Friday, March 27, 2026
- Morris County Municipal Utilities Authority  
Amanda Kearns  
[Akearns@co.morris.nj.us](mailto:Akearns@co.morris.nj.us)

#### **Submission of Bid:**

- In lieu of submitting bids in person, bids may be submitted via certified mail or overnight delivery to the following address, provided that they are received by the MCMUA prior to the scheduled bid opening time:

370 Richard Mine Rd.

Wharton, NJ 07885

Attn: James Deacon

Re: Bid #2026-SW02 Leachate Collection and Disposal

- The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA’s website at <http://mcmua.com> 48 hours prior to the opening.
- All bids will be scanned and available for viewing within 24 hours of the bid opening on the MCMUA website; [www.MCMUA.com](http://www.MCMUA.com).
- All bids must be submitted on the bid proposal forms approved and provided for by the bid documents in order to be considered.
- Bid proposals must be accompanied by a bid security, by way of a certified check, cashier’s check, or bid bond, in the amount of ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars, made payable to the Morris County Municipal Utilities Authority (“MCMUA”)

#### **Bidder Requirements:**

- Bidder must comply with the requirements of NJSA 10:5-31 et seq., and NJAC 17:27.
- Other requirements as well as those described above are fully detailed in the bid document.

**Additional Information:**

- Prospective Bidders are cautioned not to rely solely on this Notice to Bidders in preparing their Bids, but to read the Bid Documents in their entirety and comply with all bidding requirements set forth therein. Any questions concerning the Bid Documents should be in writing and forwarded to the MCMUA, Attention: James Deacon – [Jdeacon@co.morris.nj.us](mailto:Jdeacon@co.morris.nj.us).
- In the event that a potential bidder obtains the bid documents in any manner other than as specified herein, the Morris County Municipal Utilities Authority will not have the contact information of the potential bidder for purposes of issuing bid addenda, if any. The non-receipt of any addenda (in the event that any addenda are issued) and the failure of the bidder to acknowledge the receipt of any and all addenda at the time of receipt of bid shall be considered a material defect in such bidder's submission and said bid shall be rejected. Therefore, if a potential bidder obtains the bid documents in any manner other than as specified herein, said bidder shall promptly provide written notice of their contact information to the Morris County Municipal Utilities Authority.

The MCMUA reserves the right, in accordance with applicable law, to reject any and all proposals that substantially or materially deviate from the specifications and other required bid documents and further reserves the right to waive immaterial irregularities and informalities in the proposals in accordance with applicable law.

*This bid has been advertised in accordance with the "Fair and Open" laws and nothing further shall be required under N.J.S.A. 19:44A-20.4.*

Shana O'Mara, QPA  
MCMUA

# MORRIS COUNTY MUA

## *Schedule of Events*

### Schedule of Events.

Provided below is the tentative schedule of events related to the Request for Bids and award of the Contract:

- Publication of Notice to Bidders: Friday, March 27, 2026
- Deadline for Submission of Written Questions Regarding Bid Documents: Wednesday, April 8, 2026
- Bids Due: Friday, April 24, 2026
- Contract Award: Anticipated on Tuesday, May 12, 2026

### Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on Tuesday, April 24, 2026 at 11:00 a.m. prevailing time at the MCMUA's office located at 370 Richard Mine Rd. Wharton, NJ 07885

The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com> 48 hours prior to the opening.

The MCMUA will accept questions regarding the Bid in writing no later than 12:00 p.m. prevailing time on Wednesday, April 8, 2026 All questions may be submitted to James Deacon at [JDeacon@co.morris.nj.us](mailto:JDeacon@co.morris.nj.us). Based on the questions submitted, the MCMUA may at its own discretion provide answers in the form of an addendum to the Bid Documents. The MCMUA reserves the right to modify or change any of the Bid Specifications by the issuance of addenda to the Bid Specifications.

Potential bidders/respondents and their agents must not communicate in any way with the MCMUA Officers, Board of Commissioners, or any MCMUA staff other than James Deacon in reference or relation to this solicitation.

# MORRIS COUNTY MUA

## *Definitions*

The attention of all Bidders is directed to the Definitions section contained in this Information for Bidders and Requirements of Bid for definitions. Definitions shall apply to any such term(s) not otherwise defined in this Information for Bidders and Requirements of Bid. In the case of any term(s) not specifically defined in this Information for Bidders and Requirements of Bid, or any other document in the Bid Documents, said term(s) shall have the meaning normally ascribed to them in the trade, profession or business with which they are associated. The terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and similar terms, refer to this Contract and the term “heretofore” means before the Contract Date and the term “hereafter” means after the Contract Date. Words importing the masculine gender include the feminine gender or the neuter and vice versa, as the case may be. Words importing the singular number include the plural number and vice versa.

Certain terms are used in the Proposal Documents and shall be defined as follows:

Addenda means supplemental written specifications or drawings issued prior to the bid submission date (as such date may be amended), which modify or interpret the Proposal Documents by addition, deletion, clarification or corrections.

Affiliate means a person controlling, controlled by, or under common control with the person in question. For purposes of this definition, “control” and similar terms means either direct or indirect majority ownership or the power to direct the day-to-day management decisions of a person, whether through ownership of voting stock or interests, status as a managing member of managing general partner, by contract or otherwise.

A.R.O. means After Receipt of Order

Authority, MCMUA or Owner means the Morris County Municipal Utilities Authority.

Bid means all documents, proposal forms, affidavits, certificates, certifications, statements and Bid Security submitted by the Bidder at the time of the Bid opening.

Bid Documents means all documents in this Request for Bids (including any appendices, exhibits, or schedules attached hereto) which may be subsequently supplemented, amended or otherwise modified during the procurement process, which documents shall be incorporated by reference into the Contract executed by the Authority and the Successful Bidder, as if fully set forth therein.

Bid Security means the bid bond, cashier’s check or certified check submitted as part of the Bid, payable to the MCMUA, ensuring that the Successful Bidder will enter into the Contract.

Bid Specifications means the directions, provisions and requirements contained herein.

Bidder means any person, firm or entity which submits a Bid in response to this Request for Bids and who are collectively referred to herein as “Bidders.”

Broom Clean means free of any debris, materials, equipment, and/or possessions of the contractor; to restore the property to the condition to which it was found.

Contract means the written agreement executed by and between the successful bidder and the MCMUA and shall include the Contract Documents.

# MORRIS COUNTY MUA

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## *Definitions*

Contract Documents consist of the Information to Bidders, Instructions to Bidders, Price Proposal Form, General Information, Contract, General Specifications, Technical Specifications, Detailed Specifications, Contract Drawings, Schedules and addenda, if any and the Bid Documents.

Contract Drawings means all sketches, blueprints, plans, surveys, reproductions of drawings pertaining to performing the work required under the Contract.

Contract Price means the prices proposed in Table P-1 and accepted by the MCMUA.

Contractor means the Successful Bidder who enters into the Contract to perform the Work as described herein, which term shall include subcontractors, equipment and material suppliers and their respective employees.

Contractor's Plant and Equipment means equipment, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

County refers to the County of Morris, a municipal corporation of the State of New Jersey.

Direct shall refer to action of the MCMUA by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive shall refer to written documentation of the actions of the Owner in directing the Contractor.

Extra Work means any work required by the MCMUA, which in the judgment of the Owner involves changes, reductions or additions to the work required by the Contract Documents.

Furnish means to deliver to the job site or other specified location any time, equipment or material.

Guarantor means the parent corporation or other such third-party, and its successors and assigns, which has in each case guaranteed the performance by the Contractor of each of the Contractor's obligations under the terms of the Contract. Such Guaranty shall be evidenced by an agreement executed by the Guarantor, the form of which is set forth in the Bid Documents and submitted at the time of the Bid.

Lowest Responsible Bidder means the bidder whose response to a request for bids offers the lowest price and is responsive and is responsible, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. Seq.

May refers to permissive actions.

MCMUA means the Morris County Municipal Utilities Authority.

Notice to Proceed or NTP means the document issued to the Contractor designating the official commencement date of the performance under the Contract.

Owner means an authorized representative of the MCMUA.

Plans means the same as Contract Drawings.

Price Proposal Forms means those forms that must be utilized by all Bidders to set forth the prices for services to be provided under the Contract.

# MORRIS COUNTY MUA

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## *Definitions*

Responsible means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, workforce, equipment and facilities availability.

Responsive means conforming in all material respects to the terms and conditions, specifications, legal requirements and other provisions of the request.

Shall refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Specifications means the directions, provisions and requirements, contained herein.

Specify refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor means those having a direct contract with the Contractor to perform any of the Work required under the Contract.

Successful Bidder means the Bidder to which the Contract is awarded by the MCMUA.

Suppliers means those having a direct contract with the Contractor to perform any of the work required under the Contract.

Surety means the corporate body which is bound with and for the Contractor and which engages to be responsible for the Contractor's payment of all debts pertaining to and for the Contractor's acceptable performance of the Work for which the Contractor has contracted. Said Surety shall be duly certified to conduct business in the State of New Jersey and qualified to issue bonds in the amount and of the type and character required by the Bid Documents.

Total Bid Price shall refer to that amount identified in Table P-1 of the Proposal Section of the within bid.

Uncontrollable Circumstances shall have the meaning set forth in the Contract.

Will refers to actions entered into by the Contractor or the MCMUA as a covenant with the other party to do or to perform the action.

Work means all labor, materials, supplies, tools and equipment, insurance, bonds and other such items necessary to perform the services required under the Contract in accordance with all Applicable Laws and the Bid Documents.

Written Notice means electronic or written documentation. This is sent by one party to the other as specified in the Contract Documents.

# MORRIS COUNTY MUA

## *Information to Bidders*

### SECTION I - SUBMISSION OF BIDS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed bids pursuant to the Notice to Prospective Bidders. Said Notice to Prospective Bidders is to be attached to and is considered as a part of these Information to Bidders.
- Sealed bids will be received by the Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective Bidders, and at such time and place will publicly open and read aloud all bids received.
- Bid proposals as defined herein, should be reassembled into book form. The Prospective Bidders should use ring binders (loose-leaf) or spiral binders to reassemble the Bid Documents.
- A total of one Bid proposal shall be submitted at the time of the Bid opening.
- On all copies of the Bid proposal the Price Proposal page must be tabbed separately.
- It is the bidder's responsibility to see that the bid is presented to the MCMUA on time and at the place designated.
- Bids received after the designated time and date will be returned unopened
- The bid proposal form should be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope.
- Bids may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for bids forwarded by regular or overnight mail.**
- All mailed bids must be delivered and signed for by the MCMUA Staff ONLY
- The following should be reflected on the face of the envelope the bid documents are submitted in:
  1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
  2. Bearing the name and address of the bidder written on the face of the envelope
  3. Clearly marked "BID" with the contract title and/or BID # being identified
- Where additional sheets are necessary to satisfy the requirements of the Bid Documents, they should be placed immediately following such form or table which the additional sheets supplement. If the number of additional sheets submitted exceeds twenty-five (25), then they should be included as an attachment to the Bid together with a list identifying the attachments, which list should be placed immediately following the appropriate section in the Bid submission.
- Prospective Bidders may collaborate with other firms to submit Bids proposals for the Contract, however, the MCMUA will enter into a Contract with only one (1) entity and that entity should have full responsibility to conduct the Work, as that term is defined in the Contract Documents, in accordance with the Contract Documents and Applicable Laws.

# MORRIS COUNTY MUA

## *Information to Bidders*

- Bid proposals should be signed by (1) principal executive officer in the case of a corporation, (2) general partners in the case of a partnership or three (3) the proprietor in the case of a sole proprietorship. Bid proposals may be signed by a duly authorized representative of the Bidder if the authorization is established in writing by the person described in (1), (2) or (3) above, as applicable and said authorization specifies a particular individual or a position having responsibility for overall operations of the business of the Bidder.
- Sealed bids forwarded to the MCMUA before the time of opening of bids may be withdrawn upon written application of the bidder who should be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additional information not required by the specifications, or irregularities of any kind, maybe rejected by the MCMUA. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing should be furnished.
- Prospective Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices should be net, including any charges for packing, crating, containers, etc. All transportation charges should be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the MCMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- Amongst other items to be submitted as set forth in the Bid Documents (See Checklist), each Bidder must submit with its Bid a signed Equipment and Vehicle Certification stating that it owns, leases or controls all the necessary equipment required to accomplish the Work in accordance with the Bid Documents, together with an executed Bidder's Agreement to Provide Equipment and Vehicles. Should the Bidder not be the actual owner or lessee of any such equipment required, its Equipment and Vehicle Certification should state the source from which the equipment will be obtained, and in addition, should be accompanied by a signed certification from the owner or person in control of the equipment required stating that in the event the Bidder is awarded the Contract, it should provide Bidder with the equipment, together with an executed Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles.
- The vendor should guarantee any or all materials and services supplied under these specifications. Defective or inferior items should be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

# MORRIS COUNTY MUA

## *Information to Bidders*

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Prospective Bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

### SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated should be applicable to this bid and be made a part of the bidding documents:

- Bid Guarantee

Bidder should submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Morris County Municipal Utilities Authority ("MCMUA"). When submitting a Bid Bond, it should contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Morris County Municipal Utilities Authority ("MCMUA").

The check or bond of the unsuccessful bidder(s) should be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded should be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder should be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Consent of Surety

Bidder should submit with the bid proposal a Certificate (Consent of Surety) to guarantee that the surety company will furnish the MCMUA with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety should be authorized to do business in the State of New Jersey Department of Banking and Insurance. The Consent of Surety should be in a form acceptable to the MCMUA and accompanied by (a) Surety Disclosure Statement and Certification in the form required by N.J.S.A. 2A:44-143. (b) duly executed acknowledgements of the respective parties; (c) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (d) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (e) a duly certified copy of latest published financial statement of asset and liabilities of Surety. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Performance and Payment Bond

The successful bidder should execute and deliver to the MCMUA within ten (10) days after

# MORRIS COUNTY MUA

## *Information to Bidders*

notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the statutory form required by N.J.S.A. 2A:44-147 with such surety companies as sureties as should be approved, qualified and authorized to do business under the laws of the State of New Jersey Department of Banking and Insurance. The performance bond provided should not be released by the MCMUA until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

### **SECTION III - INTERPRETATION AND ADDENDA - PROSPECTIVE BIDDERS RESPONSIBILITIES**

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the MCMUA. The bidder accepts the obligation to become familiar with these specifications.
- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued should become part of the specification and bid documents and should be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof should be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner should provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. Such notice will be sent from [SOmara@co.morris.nj.us](mailto:SOmara@co.morris.nj.us).
- Prospective bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Prospective bidders should be promptly reported in writing to the appropriate MCMUA official. In the event the bidder fails to notify the MCMUA of such ambiguities, errors or omissions, the bidder should be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation should be in writing, addressed to the MCMUA's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued should become part of the contract documents and should be acknowledged by the bidder in the bid. The MCMUA's interpretations or corrections thereof should be final.
- Discrepancies in the Bid
  - If the amount shown in words and its equivalent in figures do not agree, the written words should be binding. Ditto marks are not considered writing or printing and should not be used.
  - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices should prevail. In the event there is an error of the summation of the extended totals, the computation by the MCMUA of the extended totals should govern.
  - All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price

# MORRIS COUNTY MUA

## *Information to Bidders*

should prevail.

- Deviations

All Prospective Bidders should clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation however, may result in the rejection of the Bid. After the contract has been entered into, no consideration should be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

### **SECTION IV - PREPARATION OF BIDS**

- The MCMUA is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The MCMUA has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- Successful bidder should be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted should include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

### **SECTION V - BID OPENING/ANALYSIS & EQUIPMENT**

- Acceptance of Bids

The MCMUA reserves the right to waive any immaterial defect or informality in any bid. The MCMUA also reserves the right to reject any or all bids in accordance with the Local Public Contracts Law. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Prospective Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at that time. Once opened, all bids become the property of the MCMUA, and will not be returned to the Prospective Bidders. No bid may be withdrawn after the specified opening time and date, unless a request is made in writing and sent via certified or registered mail to MCMUA within five (5) business days of bid opening, due to a mistake of such great consequence that it relates to a material feature of the bid, notwithstanding reasonable care in preparation of the bid, and provided that enforcement of the contract, if actually made, would be unconscionable in accordance with the requirements of N.J.S.A. 40A:11-23.3. Any written request for bid withdrawal due to such mistake must include any pertinent documents, demonstrating that the above conditions occurred.

# MORRIS COUNTY MUA

## *Information to Bidders*

The MCMUA may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Alternates, it will be made to that responsible bidder whose net bid on such combination is the lowest.

- **Contract Award**

Should the MCMUA decide to award the contract, it should notify the successful bidder in writing within sixty (60) days of receipt of bids unless otherwise extended in accordance with the Local Public Contracts Law 40A:11-1 et. Seq. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the MCMUA may revoke the acceptance of his proposal and the bidder should become liable for any difference in the proposal awarded and the amount of the contract which the MCMUA may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the MCMUA may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and should not transfer any interest in the same without the prior written consent of the MCMUA.

### **SECTION VI - REJECTION OF BIDS**

- The MCMUA reserves the right to reject any and all bids for any one or more of the following reasons.
  - All bids pursuant to N.J.S.A. 40A:11-13.2;
    - The lowest bid substantially exceeds the cost estimates for the goods and services.
    - The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services
    - The governing body of the contracting unit decides to abandon the project for the provision or performance of the goods or services.
    - The contracting unit wants to substantially revise the specifications for the goods or services
    - The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated
    - The governing body of the contracting unit decides to use the State authorized contract.
  - If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

# MORRIS COUNTY MUA

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## *Information to Bidders*

- Multiple bids from an agent representing competing Prospective Bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
- The bid contains a material defect.
- The bid is conditional.

# MORRIS COUNTY MUA

## Price Proposal

### PROPOSAL TO:

Morris County Municipal Utilities Authority

Bid #2026-SW02 Leachate Collection and Disposal for a base period of two (2) years, with two (2) optional one-year extensions subject to change in Consumer Price Index (CPI) at the time of extension, in accordance with N.J.S.A. 40A:11-1 et. seq.

Description of Service	Unit	Year 1 Per Gallon Price	Year 2 Per Gallon Price
Collection and Transportation of Leachate from MCMUA Mt. Olive Transfer Station to Disposal Facility	Per Gallon	\$ <u>0.155</u> written price <u>Fifteen Five Cents</u>	\$ <u>0.185</u> written price <u>Eighteen Five Cents</u>
Bi-Annual Solids Removal and Disposal of Tank Sediment and Tank Cleaning from the MCMUA Mt. Olive Transfer Station	Each	\$ <u>1,250.00</u> written price <u>One Thousand Two Hundred Fifty</u>	\$ <u>1,450.00</u> written price <u>One Thousand Four Hundred Fifty</u>

**Bidder must provide pricing for Year 1 and Year 2**

### OPTIONAL EXTENSION YEARS

The contract may be extended for up to two (2) additional one-year periods upon mutual agreement of the MCMUA and the Contractor. Extension year pricing shall be subject to adjustment based on the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, applicable at the time of extension. The CPI adjustment shall be calculated from the base year start date to the extension date.

Extension Period	Unit	Pricing Basis	Notes
Extension Year 1 (Year 3)	Per Gallon	Year 2 Price + CPI Adjustment	Subject to mutual agreement
Extension Year 2 (Year 4)	Per Gallon	Year 3 Price + CPI Adjustment	Subject to mutual agreement

**Estimated Annual Volume: Approximately 300,000 – 500,000 gallons per year (estimate only; no minimum or maximum guaranteed).**

The above prices shall include all costs associated with furnishing all labor, equipment, tractors, tank trailers, fuel, oils, supplies, insurance, permits, licenses, and any other materials or services necessary to perform the leachate collection, transportation, and disposal services as specified in the Technical Specifications.

This bid is submitted in accordance with N.J.S.A. 40A:11-1 et. seq., the Local Public Contracts Law.

# MORRIS COUNTY MUA

## Price Proposal Signature Form

From: Magnum Waste Service  
23 Pine St.  
Kenvil, NJ 07847

**Vendor: The undersigned has reviewed the proposal submitted in response Bid#2026-SW02  
Leachate Collection and Disposal issued by the MCMUA.**

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Contract Documents at the proposed prices within the time constraints of Contract Documents:

Business Name: Magnum Waste Service

Representative's Name (print): Steven Hunkeler

Representative's Signature: 

Title: President

Complete Address: 23 Pine St.

Kenvil, NJ 07847

**Affix Seal if Corporation:**

# MORRIS COUNTY MUA

## Questionnaire

This questionnaire should be filled out and submitted as a part of the Bid. Failure to complete this form or to provide any of the requested information may be grounds for the rejection of the bid. If additional space is required, the respondent should add additional sheets, which identify the question being answered.

Number of years in business under present name & address:

Business - March, 2007

Address - January, 2023

If less than 5 years, list previous names and address:

Address - 11 Donna Lee Court, Pennington, NJ 07834

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: No. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: No

If yes, please provide details:

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List similar services you are now providing for which you have signed contract, but not yet started work:

None

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List all major subcontractors to be used to complete the service and the area of their responsibility:

None

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Please provide at least 3 references below:

Name:

Phone:

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# MORRIS COUNTY MUA

## Questionnaire

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

Equipment/Service Provided: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name: Harrington Contractors Phone: 908-879-7500

Address: 50 Parker Rd. Chester, NJ 07930

Equipment/Service Provided: Waste Removal

Contract Amount: \$70,000.00

Name: PSI Services Phone: 732-667-1807

Address: 201 Lincoln Blvd. - Middlesex, NJ 08846

Equipment/Service Provided: Waste Service

Contract Amount: \$85,000.00

Name: BP Environmental Service Phone: 267-688-4836

Address: 100 Highpoint Dr. - Chalfont, PA 18914

Equipment/Service Provided: Waste Removal

Contract Amount: \$50,000.00

# MORRIS COUNTY MUA

## *Technical Specifications*

### AMENDMENT OF WORK SPECIFICATIONS

These Work Specifications may be amended only by mutual consent of the MCMUA and the Contractor in writing.

### MCMUA-CONTRACTOR RELATIONS

#### MCMUA

##### A. GENERAL

The MCMUA, acting through the MCMUA Site Managers, shall have the MCMUA to act as the sole judge of the Work required to be performed under the Contract.

##### B. INSPECTION OF WORK

The MCMUA shall have the right to inspect all materials and Work performed at any time during the Term of the Contract. Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. However, the inspection of the Work by MCMUA shall not relieve the Contractor of any of Contractor's obligations under the Contract.

#### MCMUA'S RESPONSIBILITY

- A. Record Keeping - The MCMUA shall be responsible for keeping copies of all transportation and service records onsite.
- B. MCMUA Site Manager - The MCMUA Site Manager shall be responsible for coordination with the Contractor in the performance of the Work.
- C. Approvals and Permits - The MCMUA shall be responsible for obtaining necessary NJDEP approvals, permits, and Morris County Solid Waste Management Plan Amendments applicable to ownership and operation of the MCMUA Transfer Station Facility.

#### RESPONSIBILITIES OF CONTRACTOR

##### 1. SCOPE OF WORK

###### 1.1 General

The successful Contractor under this Contract shall furnish all labor, tractors, tank trailers, and any required supplementary supplies, including fuel, oils, and other materials, necessary to transport leachate from the Morris County Municipal Authority's

# MORRIS COUNTY MUA

## *Technical Specifications*

Mount Olive/Flanders Transfer Station Facility, located at 168 Gold Mine Road, Flanders, New Jersey 07836, to the Parsippany-Troy Hills Township Sewer Treatment Facility/Sanitary Sewer Utility, located at 1139 Edwards Road, Parsippany, New Jersey 07054.

The Morris County Municipal Authority (MCMUA) owns and operates a solid waste transfer station located in Mount Olive Township. As a result of facility operations, leachate is collected through a sanitary drain system and stored in a 6,000-gallon holding tank. This leachate must be periodically recovered and transported to a permitted facility for proper disposal and/or treatment. Currently, the MCMUA maintains an agreement with the Township of Parsippany to accept leachate generated by the Mount Olive Transfer Station facility.

This Contractor will begin transport services upon a written Notice to Proceed from the MCMUA.

The 6,000-gallon underground storage tank (UGST) that collects the transfer station's leachate is located on the transfer station property within a fenced area that is also used for other operational activities and may not be disrupted. The Contractor shall coordinate with the MCMUA Transfer Station Manager to schedule leachate removal at times that do not interfere with or interrupt daily transfer station operations.

At a minimum, the work to be performed by the Contractor shall include the following:

Furnishing properly licensed vehicles and fully credentialed drivers

- Loading of leachate into the tanker trailer
- Transportation of leachate to the designated disposal facility
- Unloading of the material at the appropriate receiving facility
- Providing Personnel and Vehicle Liability Insurance in accordance with the requirements of the MCMUA and the County of Morris
- Submission of billing documentation, including labor tracking, in accordance with specification requirements
- Billing shall be for removal and transportation services only; disposal costs have been prepaid by the MCMUA

### 1.2 Tracking Methods and Payment

Prior to commencing the pumping process, the Contractor's truck shall report to the Mount Olive Transfer Station scale house to obtain an empty (tare) weight. The truck shall then proceed to the tank location, pump the contents of the tank, and return to the scale house to obtain a full (gross) weight. The MCMUA Weigh Master shall be advised of the total gallons removed from the tank. The gallons removed, gross weight, and tare weight shall be recorded on the driver's scale slip, and a copy of the slip shall be provided to the MCMUA Weigh Master.

# MORRIS COUNTY MUA

## *Technical Specifications*

The Contractor shall maintain accurate records of all leachate hauling operations, including:

- Scale tickets documenting tare weight, gross weight, and gallons removed
- Hauling logs and schedule tracking
- Vehicle and driver licenses and registrations
- Insurance certificates

All records shall be retained and shall be made available to the MCMUA upon request.

### 1.3 Disposal/Receiving Facility

The Contractor will be required to deliver the leachate to the designated approved facility; Parsippany-Troy Hills Wastewater Treatment Plant. The MCMUA will be financially responsible for maintaining the account at Parsippany-Troy Hills Wastewater Treatment Plant.

All Solids removed during bi-annual cleaning can be disposed of at the MCMUA Transfer Station. The MUA will be responsible for the cost of disposal.

## 2. MINIMUM REQUIREMENTS

### 2.1 Quantities

The Contractor shall make every reasonable effort to remove the maximum amount of leachate from the tank during each pumping event.

### 2.2 Schedule

The primary hauling schedule shall be between the hours of 7:00AM and 3:00PM, Monday through Friday. Additional hauling may be scheduled between the hours of 7:00AM and 11:00AM on Saturdays, or at other times as mutually agreed upon by the MCMUA and the Contractor.

### 2.3 Description of Material

Landfill leachate is classified by the New Jersey Department of Environmental Protection (NJDEP) as a non-hazardous liquid waste, with a specific gravity equivalent to water at approximately 8.34 pounds per gallon. Notwithstanding its non-hazardous classification, the transportation of this liquid waste requires current NJDEP waste hauler vehicle registrations for both the tractor (cab unit) and the tank (trailer unit).

### 2.4 Vehicle and Driver Requirements

# MORRIS COUNTY MUA

## *Technical Specifications*

The Contractor shall provide **one (1) or more** properly licensed and NJDEP-registered tractor–tank trailer combination units, each with a minimum hauling capacity of 5,000 gallons. All combination units shall be properly inspected, maintained, and certified as safe for highway travel at all times.

All drivers shall be employees of the Contractor. The Contractor shall ensure that drivers comply with all applicable requirements of the New Jersey Division of Motor Vehicles and any other applicable federal, state, and local regulations, including licensing, training, safety, and reporting requirements, at all times.

The Contractor shall instruct all drivers utilizing Authority facilities to do so in a manner that prevents damage to Authority property and avoids the need for repairs, and to comply with all facility use requirements.

The Contractor shall be solely responsible for the maintenance and repair of all equipment and vehicles used in the performance of this Contract and shall not use Authority-owned equipment, shop tools, or personnel at any time.

The Contractor must adhere to MCMUA Mount Olive Transfer Station Safety and Operational Rules. The Contractor drivers are to sign the document titled “Mount Olive Transfer Station Safety and Operational Rules” prior to commencement of work.

### 2.5 Call-Out/ Response Time

The Contractor shall provide all necessary Personal Protective Equipment (PPE) for its employees, including but not limited to safety glasses, rubber or vinyl gloves, and any other protective gear required by applicable Federal Motor Carrier Safety Administration (FMCSA) regulations or other applicable federal, state, or local safety requirements.

The Contractor shall respond to requests for leachate removal within **24 hours** of notification by the MCMUA. In the event of an emergency, the Contractor shall respond immediately to prevent tank overflow or other operational disruptions.

The Contractor shall schedule hauling to ensure that the 6,000-gallon leachate tank does not exceed safe operating capacity. The Contractor shall coordinate with the MCMUA Transfer Station Manager to adjust frequency as needed to prevent overflow or operational delays.

### 2.6 Spill Prevention and Emergency Response

The Contractor shall provide all necessary equipment, including absorbent materials and spill kits, to contain and remediate any accidental release of leachate during handling or transport. Any spill or release must be reported immediately to the MCMUA. The

# MORRIS COUNTY MUA

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## *Technical Specifications*

Contractor shall be responsible for all cleanup and regulatory reporting required under local, state, or federal law.

### 2.7 Weather and Site Access Conditions

The Contractor shall be responsible for assessing site conditions and ensuring safe vehicle access to the transfer station. No claims for delay, additional compensation, or schedule adjustment shall be accepted due to weather conditions unless the MCMUA officially closes the site.

### 2.8 Subcontracting Restrictions

The Contractor shall not subcontract any portion of the work without the prior written approval of the MCMUA. Any approved subcontractors shall comply with all terms, conditions, and regulatory requirements applicable to the Contractor, including insurance, licensing, and safety obligations.

### 2.9 Holiday and Emergency Operations

The Contractor shall provide hauling services outside of regular operating hours, including holidays and emergencies, as requested by the MCMUA. Compensation and scheduling for such operations shall be mutually agreed upon in advance.

# MORRIS COUNTY MUA

## *MCMUA Mount Olive Transfer Station Safety and Operational Rules*

The Morris County Municipal Utilities Authority (MCMUA) are required to adhere to all Federal, State, and Local regulations and to provide a safe, healthy, and sanitary workplace. Each of us has the responsibility to make the safety of our coworkers, our customers, and the general public a primary concern. This objective is fundamental to the company and our employees' wellbeing, as well as the efficient operation of our business. Therefore, it becomes imperative that all persons entering the MCMUA Transfer Station in Mount Olive Township know, understand, and abide by these safety rules. This listing is not intended to be all-inclusive.

1. Hardhat, high visibility clothes/reflective safety vests, safety shoes, and eye protection are to be worn when outside the vehicle.
2. All vehicles must comply with the posted traffic signs, with special attention to the posted speed limit of **5 MPH** and **DO NOT ENTER** signs.
3. Do not pass moving vehicles.
4. Report **ALL** injuries and/or accidents to the Traffic Coordinator or at the Scale House immediately.
5. Report **ALL** fuel/oil leaks or spills to the Traffic Coordinator or at the Scale House immediately.
6. Riding on the outside of the vehicle or standing on the vehicle's rear hopper step is forbidden when vehicle is moving/driving onsite.
7. Drivers are not to use cell phones or two-way radios while driving or operating machinery. This is prohibited on the MCMUA Transfer Stations' property, especially during a backing maneuver.
8. Listening devices i.e. ear buds, earphones, blue tooth devices are not to be worn while on site.
9. Smoking and/or Vaping is prohibited while outside your vehicle, especially on the tipping floor, loading bays and on tarp rack.
10. Firearms, and/or weapons of any type are not allowed on the MCMUA County property for any reason.
11. The use of intoxicating beverages (alcohol) or any other restricted substances on MCMUA County property is strictly prohibited. Any drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.
12. All commercial solid waste vehicles entering the facilities shall be equipped with external audible back-up alarms. A minimum 85 dBa alarm must sound whenever the machine is in reverse.
13. Blind side backing is not to be attempted without guidance.
14. The backs of packer trucks and roll-off containers must be opened and closed on the tipping floor only.
15. "Jake Brakes" may not be used on site at any time.
16. Photography/videography is prohibited unless there is written permission from the MCMUA Facility Manager.
17. All visitors must sign in and check in at the Scale House and/or Transfer Station Main Office.
18. Upon entering the MCMUA Transfer Stations all collection vehicles/Customers must yield to any transfer trailer traffic. Heavy equipment operators/yard trucks have the right-of-way throughout the facility.
19. Loads must be tarped prior to entering the facilities. All tarps are to be removed in designated tarp removal areas only, prior to entering the tipping floors. Under no circumstances are tarps to be removed before entering the facility.
20. Heavy Equipment Operators have the right-of-way on the tipping floor. All vehicles are to yield to operating machinery, Transfer Station trucks, and all pedestrians.
21. All vehicles must come to a full stop before proceeding onto the inbound and outbound truck scales.

- 22. Customers preparing to enter the tipping floor must STOP and wait at stop the sign in the queuing area for Traffic Coordinators direction.
- 23. Drivers preparing to enter tipping areas must await directions from the Traffic Coordinator and/or Heavy Equipment Operator. All drivers need to maintain eye contact with operating personnel.
- 24. Passengers and helpers must remain in the cab of the vehicle. Drivers must stay within six (6) feet of their vehicle when outside of their vehicle. When outside of vehicle, please keep clear of tipping area bay door (s) as loader(s)/operator(s) will be in motion.
- 25. Residential customers can have up to two (2) additional individuals helping unload their vehicle, all wearing appropriate PPE. No children and No pets are allowed on the tipping floor at any time.
- 26. A minimum distance of ten (10) feet must be maintained between all personnel, trucks, rolling stock, and heavy equipment within the facilities.
- 27. Conforming safety chains must be used to hold open roll-off container doors while unloading. Use of rubber bungee cords, wires, ropes, etc. will not be permitted.
- 28. While dumping the load, stay clear of the back of the vehicle. Never stand under an open tailgate or raised hopper.
- 29. Cleaning out from behind the blade of a vehicle (truck cleanouts) must be done in designated clean out areas separate from the work zone and approved by Traffic Coordinator.
- 30. Tailgates, bodies, and hoists should be lowered before exiting the building to ensure compliance with NJDEP Permits. Equipment should not be moved around with tailgates, doors, hoists, or bodies open or in the extended position. All open top trucks must be completely empty before exiting the tipping floor doors.
- 31. Violence, threatening behaviors, horseplay, scavenging of the loads is **strictly forbidden**.
- 32. Any customers that need to enter the tipping area on foot, must notify the Traffic Coordinator. Once all movement of equipment and vehicles are stopped, entry can be performed under direction of the Traffic Coordinator. Movement cannot resume until the person(s) on foot has communicated to the Traffic Coordinator and the customer has left the area.

**THANK YOU FOR YOUR COOPERATION**


**Please review with your employees who have access to the MCMUA Transfer Station. Please sign this form below and return to the MCMUA confirming that they have received, have read, understand, and will abide by these Safety and Operational Rules:**



\_\_\_\_\_  
SIGNATURE



\_\_\_\_\_  
PRINT NAME



\_\_\_\_\_  
COMPANY NAME and ACCOUNT #

# MORRIS COUNTY MUA

## *New Jersey DEP Regulatory Requirements*

### **1.0 INTRODUCTION**

The transportation of leachate within the State of New Jersey is subject to regulation by the New Jersey Department of Environmental Protection (NJDEP) under the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the corresponding administrative regulations codified at N.J.A.C. 7:26. Leachate generated at solid waste facilities is classified as a non-hazardous liquid waste by the NJDEP. Notwithstanding its non-hazardous classification, all contractors engaged in the collection, transportation, and disposal of leachate must comply with the following regulatory requirements.

### **2.0 WASTE HAULER REGISTRATION**

#### **2.1 Registration Statement (N.J.A.C. 7:26-3.2)**

No person shall engage or continue to engage in the collection or transportation of solid waste, including leachate, in the State of New Jersey without first obtaining an approved registration statement from the NJDEP. The registration period is biennial, running from July 1 through June 30 of each odd-numbered year, unless otherwise established by the Department.

#### **2.2 A-901 License Requirements**

Commercial haulers transporting waste generated by others (such as leachate generated at MCMUA facilities) must be licensed under the A-901 licensing program and obtain an A-901 Licensed Solid Waste Decal from the NJDEP. The Contractor must also possess a valid Certificate of Public Convenience and Necessity issued pursuant to N.J.S.A. 48:13A-1 et seq.

#### **2.3 Vehicle Registration and Decals (N.J.A.C. 7:26-3.5)**

All vehicles used in the collection or transportation of leachate must comply with the following:

- Each vehicle (both tractor/cab unit and tank/trailer unit) must possess a current, valid NJDEP solid waste vehicle registration.
- A current State of New Jersey solid waste decal must be permanently affixed to the driver's side of each solid waste vehicle prior to transport.
- The NJDEP registration number and the name of the registered company must be properly, permanently, and conspicuously displayed on the vehicle in letters and numbers at least three (3) inches in height.
- Use of decal vehicles by unauthorized parties for the transportation of solid waste constitutes unlicensed hauling and subjects the party to penalties and debarment from involvement in the solid and hazardous waste and recycling industry in the State of New Jersey.

# MORRIS COUNTY MUA

## *New Jersey DEP Regulatory Requirements*

### **3.0 GENERAL TRANSPORTATION REQUIREMENTS (N.J.A.C. 7:26-3.4)**

The Contractor shall comply with all general transportation requirements as set forth in N.J.A.C. 7:26-3.4, including but not limited to:

- All collected leachate must be properly deposited at an approved facility in accordance with N.J.A.C. 7:26-1 and 7:26-2. Leachate shall be deposited at a facility only to the extent the materials in a load are waste types permitted for acceptance at that facility.
- No solid waste or leachate shall be allowed to remain or be stored in any solid waste transport units in excess of twenty-four (24) hours, unless an emergency warrants.
- No solid waste vehicle shall be used for transportation if the design is such that any solid waste material, including leachate, will spill, leak, or cause emissions therefrom.
- All solid waste transporters must haul waste in accordance with the Solid Waste Management Plan developed by the county or district of waste origin pursuant to N.J.A.C. 7:26-6.
- Transport vehicles must be maintained in a clean and sanitary condition and must be properly covered, enclosed, or sealed during transport to prevent spillage or release of leachate.

### **4.0 LEACHATE-SPECIFIC REQUIREMENTS**

#### **4.1 Classification and Handling**

Landfill leachate is classified by the NJDEP as a non-hazardous liquid waste, with a specific gravity equivalent to water at approximately 8.34 pounds per gallon. The transportation of this liquid waste requires current NJDEP waste hauler vehicle registrations for both the tractor (cab unit) and the tank (trailer unit). The Contractor must ensure that all leachate is contained and transported in a manner that prevents any release to the environment.

#### **4.2 Discharge Prohibition (N.J.A.C. 7:26-2A.8)**

Leachate shall not be allowed to drain or discharge into surface water or groundwater except as permitted pursuant to the New Jersey Pollutant Discharge Elimination System (NJPDES) and Water Quality Standards at N.J.A.C. 7:9-6. Any spill or release during transport must be reported immediately and remediated in accordance with applicable federal, state, and local regulations.

#### **4.3 Disposal Facility Requirements**

Leachate must be delivered to a facility that holds a valid NJPDES permit or other applicable NJDEP authorization to receive and treat leachate. The Contractor shall provide documentation of the receiving facility's permit status to the MCMUA prior to commencement of services.

### **5.0 DRIVER AND SAFETY REQUIREMENTS**

In addition to all NJDEP requirements, the Contractor shall ensure compliance with the following:

# MORRIS COUNTY MUA

## *New Jersey DEP Regulatory Requirements*

- All drivers must possess a valid Commercial Driver's License (CDL) with appropriate endorsements for the transport of liquid waste, as required by the New Jersey Division of Motor Vehicles.
- Drivers must comply with all applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, including hours-of-service requirements, vehicle inspection requirements, and hazardous materials transportation rules where applicable.
- The Contractor shall provide all necessary Personal Protective Equipment (PPE) for its employees, including but not limited to safety glasses, rubber or vinyl gloves, and any other protective gear required by applicable safety regulations.
- The Contractor shall maintain a Spill Prevention and Response Plan and provide all necessary equipment, including absorbent materials and spill kits, to contain and remediate any accidental release of leachate during handling or transport.

### **6.0 RECORDKEEPING AND REPORTING**

The Contractor shall maintain complete and accurate records of all leachate hauling operations as required by N.J.A.C. 7:26-3 and N.J.A.C. 7:26-2, including manifests, scale tickets, hauling logs, vehicle registrations, driver licenses, and insurance certificates. All records shall be retained for the duration of the Contract and for a minimum of five (5) years thereafter, and shall be made available to the MCMUA and/or the NJDEP upon request.

### **7.0 SUMMARY OF APPLICABLE STATUTES AND REGULATIONS**

The following statutes and regulations are applicable to the transportation and disposal of leachate in the State of New Jersey. The Contractor is responsible for compliance with all applicable laws, whether or not specifically listed herein:

- N.J.S.A. 13:1E-1 et seq. – Solid Waste Management Act
- N.J.S.A. 48:13A-1 et seq. – Regulation of Solid Waste Collection and Disposal
- N.J.A.C. 7:26-1 – General Provisions (Solid Waste Regulations)
- N.J.A.C. 7:26-2 – Disposal Requirements
- N.J.A.C. 7:26-2A – Sanitary Landfill Operational Requirements
- N.J.A.C. 7:26-3 – Transportation of Solid Waste
- N.J.A.C. 7:26-6 – Interdistrict and Intradistrict Solid Waste Flow
- N.J.A.C. 7:26G – Supplemental Solid Waste Regulations
- N.J.A.C. 7:26H – Solid Waste Utility Regulations
- N.J.A.C. 7:9-6 – Water Quality Standards
- N.J.A.C. 7:14A – New Jersey Pollutant Discharge Elimination System (NJPDES)
- Federal Motor Carrier Safety Regulations, 49 CFR Parts 382-399

# MORRIS COUNTY MUA

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## *New Jersey DEP Regulatory Requirements*

**NOTE:** This document is provided as a summary of key NJDEP regulatory requirements applicable to the hauling of leachate within the State of New Jersey. It is not intended to be an exhaustive listing of all applicable requirements. The Contractor is solely responsible for identifying and complying with all applicable federal, state, and local laws, regulations, permits, and approvals necessary for the performance of the work described in this bid. Failure to comply with any applicable regulation may result in termination of the Contract and/or referral to the NJDEP for enforcement action.



# MORRIS COUNTY MUA

## *Administrative Documents*

- A. Failure to submit the following documents at the time of bid opening is a MANDATORY cause for rejection of the bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Bid Security by way of a certified check, cashier's check, or bid bond	SH
X	Consent of Surety	SH
X	Statement of Ownership Disclosure	SH
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	SH
X	Subcontractor Utilization Form	SH
X	Non-Collusion Affidavit	SH

- B. Failure to submit the following documents at the time of bid opening may be cause for rejection of the bid.

Owner's Checkmarks		Bidder's Initials
X	Administrative Documents Acknowledgement	SH
X	Price Proposal Table	SH
X	Price Proposal Signature Form	SH
X	Questionnaire	SH
X	Affirmative Action Compliance Notice	SH
X	Mandatory EEO Language	SH
X	Certificate of Employee Information Report/AA-302	SH
X	Americans with Disability Act of 1990	SH
X	Pay to Play Advisory Notice	SH
X	W-9	SH
X	N.J Anti-Discrimination Form	SH
X	Bidder's Agreement to Provide Equipment and Vehicles	SH

# MORRIS COUNTY MUA

## *Administrative Documents*

Owner's Checkmarks		Bidder's Initials
X	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	SH
X	Equipment and Vehicle Certification Form	SH
X	Corporate Acknowledgement	SH
X	Acknowledgement of Contractor, if Bidder is a Partnership	SH
X	Acknowledgement of Contractor, if Bidder is an Individual	SH
X	Acknowledgement of Contractor, LLC	SH
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	SH
X	Copy of Certificate of Public Convenience and Necessity	SH
X	Copy of all A-901 Licenses	SH
X	Affidavit of Non-Debarred Status	SH
X	Bid Security Statement	SH
X	Surety Acknowledgement	SH
X	Surety Disclosure Statement & Certificate	SH

C. The following documents are to be submitted prior to contract award.

Owner's Checkmarks		Bidder's Initials
X	New Jersey Business Registration Certificate	SH
X	Mount Olive Transfer Station Safety and Operational Rules	SH
X	Disclosure of Investment Activities in Iran	SH
X	Certification of Non-Involvement in Prohibited Activities in Russia & Belarus	SH
X	Performance Bond & Payment	SH
X	Certificate of Insurance	SH

D. The undersigned hereby acknowledges and has submitted the above required documents.

# MORRIS COUNTY MUA

## *Administrative Documents*

Business Name: Magnum Waste Service

Representative's Name: Steven Henkel

Representative's Signature: 

Date: 4/15/26 Phone: 973-737-2200

# MORRIS COUNTY MUA


## *Acknowledgement of Receipt of Addenda*

Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid 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 proper notice to Bidders, per NJSA 40A:11-23(c), shall take precedence and Bidder's failure to acknowledge receipt of addenda shall result in rejection of Bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

No Addenda Issued Initials SH

### ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: Magnum Waste Services  
Bidder's Signature:   
Printed Name & Title: Steven Hunkale - President  
Date: 4/15/26

# MORRIS COUNTY MUA

## *Mandatory EEO Language*

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it

# MORRIS COUNTY MUA

## Mandatory EEO Language

will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

**Letter of Federal Affirmative Action Plan Approval;**

**Certificate of Employee Information Report; or**

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

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

Business Name: Magnum Waste Service

Representative's Name (print): Steven Henkel

Representative's Signature: 

Date: 4/15/26

# MORRIS COUNTY MUA

## Affirmative Action Compliance Notice

### EXHIBIT A

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The respondent shall submit to the public agency, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Business Name: Magnum Waste Service

Representative's Name (print): Steven Hentke

Representative's Signature: 

Date: 4/15/26

# MORRIS COUNTY MUA

## *Affirmative Action Evidence*

### Sample Federal Letter of Approval

### Attachment 5

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Control Compliance Programs  
Newark Area Office  
124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.



# MORRIS COUNTY MUA

## Affirmative Action Evidence

Attachment 7

Form AA302  
Rev. 11/11

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

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ms.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ms.pdf)

**SECTION A - COMPANY IDENTIFICATION**

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

<b>Official Use Only</b>	DATE RECEIVED	NAUGDATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-Time Employees														

The data below shall NOT be included in the figures for the appropriate categories above.

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

# MORRIS COUNTY MUA

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## *Employee Information Report Instructions – Form AA302*

**If you have a current Certificate of Employee Information Report, please submit with your Bid Proposal.**

For forms or more information: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

# MORRIS COUNTY MUA

## *Bidder's Agreement to Provide Equipment and Vehicles*

### AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR LEACHATE COLLECTION AND DISPOSAL

Magnum Waste Service (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for Leachate Collection and Disposal (the "Contract"), that equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated to ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated 4/15/26

By [Signature]

Name Steven Henkel

Title President

# MORRIS COUNTY MUA

## *Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles*

### **THIRD PARTY EQUIPMENT AND VEHICLE OWNER'S ("OWNER") AGREEMENT TO PROVIDE BIDDER WITH EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT TO BIDDER FOR THE LEACHATE COLLECTION AND DISPOSAL**

Morris County MUA (Owner) hereby agrees to provide and commit to Magnon Waste Service (Bidder), contingent upon the award of the Contract to Bidder for Leachate Collection and Disposal (the "Contract"), that equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated by Bidder to ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated 4/15/26

By [Signature]

Name Steven Hunkale

Title President

# MORRIS COUNTY MUA

## *Equipment and Vehicle Certification*

### **INSTRUCTIONS FOR COMPLETING THE EQUIPMENT AND VEHICLE CERTIFICATION**

If the Bidder owns, leases or controls all the necessary equipment and vehicles required, Bidder shall complete Part 1A together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents. If the Bidder owns, leases or controls a portion of the necessary equipment and vehicles required, Bidder shall complete Part 1B together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents and Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents for the remaining portion of the necessary equipment and vehicles required to accomplish the Work in the Bid Documents. Should the Bidder not own, lease or control the necessary equipment and vehicles required, Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents. This Equipment and Vehicle Certification shall be attached to and submitted with the Bid.

#### **Part 1A**

This is to certify that I, the Bidder signing the attached Bid, own, lease or control all the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4/15/26

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Bidder

#### **Part 1B**

This is to certify that I, the Bidder signing the attached Bid, own, lease or control a portion of the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents. I certify that the remaining necessary equipment required to accomplish the Work described in the Bid Documents are set forth in Part II.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

# MORRIS COUNTY MUA

## *Equipment and Vehicle Certification*

### Part 2

This is to certify that I, the undersigned, own or control the equipment and vehicles required and listed below, and definitely grant or will grant the Bidder named below the control of said equipment and vehicles during such time as may be required for that portion of the Work described in the Bid Documents for which said equipment and vehicles are necessary.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Third Party Owner

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

\_\_\_\_\_  
Business Address of Above

# MORRIS COUNTY MUA

## *Equipment and Vehicle Certification*

### List of Equipment and Vehicles

(Attachment to Equipment and Vehicle Certification)

VIN	LICENSE PLATE	DECAL #'S	MAKE	MODEL
1FV8D0Y90RHS29140	XSC - P86	023844	Freightliner	114
2NP8LJ0X0RM682755	XPK - F43	003725	Peterbilt	567
1FUHG3DV0PHNWS127	XPK - A88	107641	Freightliner	114
1M2P267C1VM033130	XPK - F42	015592	Peterbilt	567

**Bidder to attach copies of CPCN and all A-901 Licenses**

# MORRIS COUNTY MUA

## *Americans with Disabilities Act of 1990*

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

# MORRIS COUNTY MUA

## *Americans with Disabilities Act of 1990*

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Business Name (Print):** Magnum Waste Service

**Representative's Name (Print):** Steven Hunkeler

**Representative's Title:** President

**Representative's Signature:** 

**Phone:** 973-737-2200      **Date:** 4/15/26

# MORRIS COUNTY MUA

## *New Jersey Anti-Discrimination*

Pursuant to N.J.S.A. 10:2-1:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**Business Name (Print):** Magnum Waste Service

**Representative's Name (Print):** Steven Henkel

**Representative's Title:** President

**Representative's Signature:** 

**Phone:** 973-737-2200

**Date:** 4/15/26

**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: Magnum Waste Service

Organization Address: 23 Pine St. - Kenil, NJ 07847

**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	Address
Steven Henkele	86 Irona Rd. Mendham, NJ 07945

**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
N/A	

**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	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 **Morris County Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Morris County Municipal Utilities Authority** to notify the **Morris County Municipal Utilities Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Morris County Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven Hunkeler	Title:	President
Signature:		Date:	4/15/26

# MORRIS COUNTY MUA

## Corporate Acknowledgement

STATE OF New Jersey )  
 ) SS:  
COUNTY OF Morris )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came

and appeared Steven Hunkeler

to me known, who, being by me duly sworn, did depose and say, that he resides at

80 Ironra Rd. - Mendham, NJ 07945

That he is the Principle  
*(principle executive officer or duly authorized representative)*

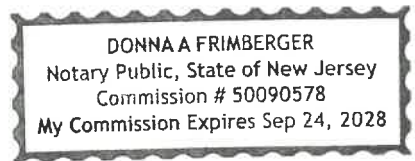
of Magnum Waste Service,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the impressions affixed to said instrument in an impression of such seal, that it was so affixed by order of the Board of Directors of said Corporation, and he signed his name thereto by like order.

(Seal)

Donna A. Frimberger  
Notary Public

Morris, NJ  
County, State









# MORRIS COUNTY MUA

## *Certified Copy of Resolution of Board of Directors*

Magnum Waste Service  
(Name of Corporation)

RESOLVED that Steven Hunkle, President  
(Person Authorized to Sign) (Title)

of Magnum Waste Service be authorized to sign and submit the Bid of this  
(Name of Corporation)

Corporation for the following project:

*Leachate Collection and Disposal*

The foregoing is a true and correct copy of the Resolution adopted by

Magnum Waste Services at a meeting of its Board of Directors  
held on the April day of 15<sup>th</sup>, 20 26.

By [Signature]

Title President

(SEAL)

*This form must be completed if the Bidder is a Corporation.*

# MORRIS COUNTY MUA

## *New Jersey Business Registration Certification*

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

Prior to contract award or authorization, the contractor shall provide the Morris County Municipal Utilities Authority with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Morris County Municipal Utilities Authority a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Morris County Municipal Utilities Authority a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

# MORRIS COUNTY MUA

## State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 070-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(02-01)	Acting Director	

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

# MORRIS COUNTY MUA

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## *Pay to Play Advisory*

### **PAY TO PLAY ADVISORY** **Disclosure Requirement** **(N.J.S.A. 19:44A – 20.27)**

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

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

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

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

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

Initials SH

# MORRIS COUNTY MUA

## Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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.

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(Attach Additional Sheets If Necessary.)

	4/15/26
Signature of Vendor's Authorized Representative	Date
Steven Hunkeler - President	99-1576786
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Magnum Waste Service	973-737-2200
Vendor's Name	Vendor's Phone Number
27 Pine St.	Vendor's Fax Number
Vendor's Address (Street Address)	Steven@magnumwsc.com
Kenvil, NJ 07847	Vendor's Email Address
Vendor's Address (City/State/Zip Code)	

<sup>i</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. 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).

# MORRIS COUNTY MUA

## Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

Bidder/Offeror: Magnun Waste Service

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Town/ Township/ Borough/Government Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCMUA to notify the MCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Morris County Municipal Utilities Authority, New Jersey and that the MCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steven Henkel Signature: [Signature]

Title: President Date: 4/15/26

# MORRIS COUNTY MUA

## Non-Collusion Affidavit

STATE OF NEW JERSEY  
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am President

of the firm of Magnum Waste Service

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative: 

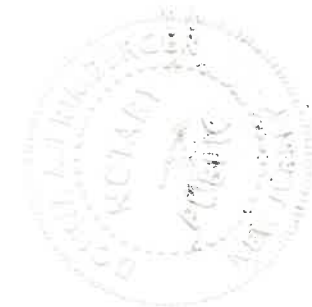
Subscribed and sworn to before me this 15 day of April, 2026

Print Name of Affiant: Steven Hunkah

Notary Public of NJ

My commission expires 9/24/28

DONNA A FRIMBERGER  
Notary Public, State of New Jersey  
Commission # 50090578  
My Commission Expires Sep 24, 2028





# MORRIS COUNTY MUA

## Subcontractor Utilization Plan Form

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work		
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and all Kindred Work	N/A	
Electrical Work		
Structural Steel and Ornamental Iron Work		

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where **more than one** subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

# MORRIS COUNTY MUA

## *Bid Security Statement*

This Bid is accompanied by bid security either in the form of a certified check on the

\_\_\_\_\_ Bank of \_\_\_\_\_

in the amount of \_\_\_\_\_

Dollars or a Bid Bond in the amount of \_\_\_\_\_

Dollars guaranteed by the undersigned as Bidder and \_\_\_\_\_

as Surety. This Bid is also accompanied by a Consent of Surety for Performance and Payment Bond in accordance with the conditions in the Bid Documents.

The Bidder hereby agrees that if this Bid shall be accepted by the MCMUA and the Bidder fails to execute and deliver the Contract and Contract bonds in accordance with the terms of this Bid and the requirements of the foregoing Information for Bidders and Requirements of Bid, then the Bidder shall be deemed to have abandoned the Contract and forfeited the bid security and there-upon the Bid and its acceptance shall be null and void.

\_\_\_\_\_  
(Name of Firm or Individual)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

*Bid Bond Attached*

# MORRIS COUNTY MUA

## Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, Hereinafter called the Principal, as Principal, and the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ a corporation duly organized  
under the laws of the State of \_\_\_\_\_, hereinafter called the Surety, as Surety are held and  
firmly bound unto \_\_\_\_\_ hereinafter called the Obligee, in the  
sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment of  
which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give bond or bonds as may be specified in the Bid Documents with good and sufficient surety for the faithful performance of such Contract and the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. In the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Principal) (SEAL)

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Surety) (SEAL)

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Title) (SEAL)

# MORRIS COUNTY MUA

## *Performance & Payment Bond*

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

That we, the undersigned, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_, a

corporation of the State of \_\_\_\_\_ and

authorized to do business in the State of New Jersey, as Surety, are hereby held and firmly bound unto

\_\_\_\_\_

as Obligee, in the penal sum of \_\_\_\_\_

dollars \$ \_\_\_\_\_ (equal to the

annual value of the Contract as set forth in the Notice to Proceed) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named

Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter a contract with \_\_\_\_\_,

which contract is made part of this bond the same as though set forth herein:

# MORRIS COUNTY MUA

## *Performance & Payment Bond*

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions of additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anyway effect the obligation of said Surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond is given in compliance of the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A: 44-147, both inclusive and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)

# MORRIS COUNTY MUA

## *Consent of Surety*

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

By \_\_\_\_\_  
*Surety Company*  
*Attorney-in-Fact*

Attest:

\_\_\_\_\_



# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20\_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

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(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

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(4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

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# MORRIS COUNTY MUA

## *Surety Disclosure Statement and Certificate*

\_\_\_\_\_ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each re-insure listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**  
**(to be completed by an authorized certifying agent**  
**for each surety on the bond)**

I \_\_\_\_\_, as \_\_\_\_\_ for  
(Name of Agent) (Title of Agent)

\_\_\_\_\_ a corporation/mutual insurance company/other (indicating  
(Name of Surety)

type of business organization) (circle one) domiciled in \_\_\_\_\_, DO  
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

\_\_\_\_\_  
(Signature of Certifying Agent)

\_\_\_\_\_  
(Printed Name of Certifying Agent)

\_\_\_\_\_  
(Title of Certifying Agent)

# MORRIS COUNTY MUA

W-9

Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Magnum Waste Service**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC      C Corporation      **S Corporation**      Partnership      Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>aa</sup> \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) <sup>aa</sup> \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): \_\_\_\_\_

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)  
**23 Pine St. - Kenil, NJ 07847**

City, state, and ZIP code

7 List account number(s) here (optional)

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### 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

99	1	5	7	6	7	8	6
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### 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 U.S. person <sup>a</sup>

Date <sup>a</sup>

4/15/26

### 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](http://www.irs.gov/FormW9).

### Purpose of Form

- <sup>72</sup> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct

# MORRIS COUNTY MUA

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## W-9

taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**AGREEMENT BETWEEN THE  
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY  
AND  
(INSERT)  
FOR THE DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES**

**WHEREAS**, this AGREEMENT (the “Agreement”), effective as of the date of the last party to sign below, is between (INSERT NAME OF CONTRACTOR), whose address is (INSERT ADDRESS OF CONTRACTOR), (referred to as the “Contractor”) and the Morris County Municipal Utilities Authority, 370 Richard Mine Road, Wharton, New Jersey, 07885 (hereinafter referred to as “MCMUA” or “Owner”); and

**WHEREAS**, the MCMUA advertised for the receipt of bids for the provision of Goods and/or Services for Leachate Collection and Disposal and, after review and evaluation of the bids received, authorized the execution of a contract with Contractor to provide said Goods and/or Services.

**NOW, THEREFORE**, Owner and Contractor for valuable consideration hereby agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

The Contract Documents consist of the following: (1) Bid specifications for Leachate Collection and Disposal (2) (INSERT CONTRACTOR NAME) Bid Submission, (3) this Agreement, (4) Certificate of Insurance, and (5) other documents as referenced within this Agreement or the foregoing documents are included in this Agreement.

**ARTICLE 2. ENTIRE AGREEMENT**

The Contract Documents constitute the entire agreement between Owner and Contractor and shall be interpreted together when the terms of this Contract and the Agreement between the parties is being construed. No other agreements, oral or written, pertaining to the Goods and/or Services to be performed under this Contract exists between the parties. This Contract may only be altered, amended or repealed as stipulated in the Contract Documents.

**ARTICLE 3. THE GOODS AND/OR SERVICES**

The phrase “Goods and/or Services” means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a contracting agent, including goods and property subject to N.J.S.A. 12A-20191 et seq.

The Contractor shall provide the Goods and/or Services as set forth in the Contract Documents.

The Goods and/or Services to be provided is Leachate Collection and Disposal as set forth in the

Contract Documents and the Bid submitted by Contractor. The elements of the Work are described in detail in the Bid Specifications for Leachate Collection and Disposal.

#### **ARTICLE 4. THE WORK SITE**

The Goods and/or Services to be provided shall occur on Owner's property referenced in the Contract Documents at the "Site". The Site is [INSERT ADDRESS].

#### **ARTICLE 5. CONTRACT TIME AND TIME OF COMPLETION**

For purposes of this paragraph the word "Services" means the goods to be delivered and/or the services to be provided. Specific time periods and/or specific dates for the performance of CONTRACTOR's Services are set forth in Exhibit A. If, through no fault of CONTRACTOR, such periods of time or dates are changed, or the orderly and continuous progress of CONTRACTOR's Services is impaired, or CONTRACTOR's Services are delayed or suspended, then the time for completion of CONTRACTOR's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, subject to approval by the Owner. If the Owner authorizes changes in the scope, extent, or character of the Services, then the time for completion of CONTRACTOR's Services, and the rates and amounts of CONTRACTOR's compensation, shall be adjusted equitably, subject to approval by the Owner. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONTRACTOR's performance of its Services.

#### **ARTICLE 6. CONTRACT PRICE**

The maximum amount of this Agreement shall not exceed [INSERT BID PRICE IN WORDS] Dollars (\$ ), without further authorization from Owner. This total amount represents the Bid price submitted by (INSERT CONTRACTOR) for the performance of the Goods and/or Services. In the event that this Agreement is extended, in the sole discretion of the Owner, for an additional period of twelve months, the same shall be subject to sufficient funding being available therefore.

#### **ARTICLE 7. PAYMENT**

Itemized invoices for Goods and/or Services rendered shall be submitted by the Contractor in connection with the Goods and/or Services. The Owner shall pay the CONTRACTOR for Goods and/or Services performed in connection herewith, in accordance with this Agreement and shall not exceed the total amount set forth in Resolution No. (INSERT), attached hereto as Exhibit B, for the completion of the Goods and/or Services as set forth in Exhibit A to this Agreement, without separate and further authorization from the MCMUA Board. The CONTRACTOR shall submit monthly invoices for services rendered. The Owner shall make payments within forty-five (45) days after receipt of each such invoice, subject to a quorum of the MCMUA Board. Invoices must be received at least fourteen (14) calendar days prior to the published dates of any MCMUA Meetings in order for payment to be made within forty-five (45) days.

In the event of a disputed or contested billing, the Owner shall withhold only that portion so

contested and the Owner shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

Late payments shall accrue no interest. Final payment to the Contractor shall be made only upon satisfactory completion of all of the Goods and/or Services, including the submittal of all necessary and appropriate documentation required by the Owner.

## **ARTICLE 8. OWNER'S RESPONSIBILITIES**

Owner shall:

- 8.1 Pay the CONTRACTOR in accordance with the terms of this Agreement.
- 8.2 Designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by the CONTRACTOR under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to the CONTRACTOR's services for the Goods and/or Services.
- 8.3 Give prompt written notice to the CONTRACTOR whenever the Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the CONTRACTOR's Services or any relevant, material defect or nonconformance in the CONTRACTOR's Services. Failure to provide such notice, however, shall not relieve the CONTRACTOR of its obligations pursuant to this Agreement.

## **ARTICLE 9. INDEMNIFICATION**

- 9.1 The CONTRACTOR shall, at all times, indemnify and keep indemnified the Owner, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which the Owner, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of the CONTRACTORs, its agents, employees, successors or assigns, arising out of the CONTRACTOR's performance under this Agreement, and will pay over, reimburse and make good the Owner, all money, including, but not limited to, court costs and reasonable attorney's fees, which the Owner, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the CONTRACTOR, its agents, employees, successors or assigns, arising out of the CONTRACTOR's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.
- 9.2 The failure of the CONTRACTOR to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of the CONTRACTOR's

insurance carrier to provide insurance coverage shall not relieve the CONTRACTOR of its indemnification obligations.

## ARTICLE 10. INSURANCE

10.1 The CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

10.2 CONTRACTOR shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement whether such operations be by the CONTRACTOR or by any sub consultant or by anyone directly or indirectly employed by the CONTRACTOR, or by anyone for whose acts the ENGINEER may be liable:

(a) Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the Goods and/or Services to be performed no less than the statutory limits for the State of New Jersey;

(b) Claims for damages because of bodily injury, or death of any person other than its employees and CONTRACTOR's Comprehensive General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

Comprehensive General Liability Bodily Injury and Property Damage  
\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate (Complete Operations)

(c) Auto Liability Combined Single Limit      \$1,000,000

10.4 All of the foregoing policies (except Workers' Compensation Insurance policies) shall contain a provision naming the Owner, its board members, employees, officers, and consultants as additional insureds on such policies. The CONTRACTOR waives all rights of subrogation against the Owner and all parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds. All of the foregoing policies shall contain a provision stating that coverage afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the Owner. Certificates of Insurance and copies of the all the foregoing insurance policies shall be provided to Owner prior to commencement of the Goods and/or Services to be provided.

10.5 All deductible amounts shall be the responsibility of the CONTRACTOR. The insurance amount contained herein shall not be construed as a limitation of the liability of the CONTRACTOR or its consultants, agents, employees or representatives, which shall be

determined in accordance with applicable law.

## **ARTICLE 11. TERMINATION**

The Owner may terminate this Agreement upon not less than seven (7) days written notice to the Contractor for the Owner's convenience and without cause. In the event of such termination by Owner, the Contractor shall be compensated for the Goods and/or Services completed prior to the termination.

## **ARTICLE 12. GENERAL CONDITIONS**

### 12.1 Standard of Care

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar conditions at the same time and in the same locality.

### 12.2 Compliance with Laws and Regulations, and Policies and Procedures

The CONTRACTOR and the Owner shall comply with applicable Laws and Regulations.

### 12.3 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of New Jersey.

### 12.4 Successors and Assigns

12.4.1 Owner and CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and CONTRACTOR (and to the extent permitted by paragraph 8.7.2 the assigns of Owner and CONTRACTOR) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

12.4.2 Neither Owner nor CONTRACTOR may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 12.5 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 12.6 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 12.7 Risk of Loss

The CONTRACTOR shall be responsible for risk of loss of any tools, equipment, and materials located at the Site. No claims for loss or damage will be accepted by Owner and no reimbursement shall be made to Contractor by Owner for any such losses. Contractor is encouraged to maintain insurance to cover any such losses.

#### 12.8 Nondiscrimination and Affirmative Action

During the performance of this contract, 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 an 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](http://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.

**12.9 Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**12.10 Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**12.11 Dispute Resolution**

In the event of any dispute between the parties arising out of or in connection with the contract or the Goods and/or Services to be provided; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

**ARTICLE 13 - EXHIBITS AND SPECIAL PROVISIONS**

This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

- Exhibit A – Bid Specification
- Exhibit B – Resolution Awarding Contract
- Exhibit C – Bid from CONTRACTOR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

CONTRACTOR:

Larry Gindoff  
Executive Director  
Date:

Name:  
Title:  
Date:

Address for giving notices:  
MCMUA  
370 Richard Mine Road  
Wharton, NJ 07885

Address for giving notices:

DRAFT