

**LIVINGSTON BOARD OF EDUCATION  
LIVINGSTON, NEW JERSEY 07039**

**REQUEST FOR PROPOSAL (RFP)**

Proposal Specifications & General Requirements

**COLLECTION, REMOVAL AND DISPOSAL  
OF SOLID WASTE/RECYCLED TRASH  
REMOVAL**

**RFP 25-02**

**Jessica Rapp**

School Business Administrator/Board Secretary

Submission Date:

Friday, May 30, 2025  
10:00 a.m.

**LIVINGSTON BOARD OF EDUCATION  
11 Foxcroft Drive  
Livingston, New Jersey 07039**

**LEGAL ADVERTISEMENT**

Notice is hereby given that sealed bids will be received by the Livingston Board of Education, Essex County, New Jersey ("Board") for the following:

**COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE/  
RECYCLED TRASH REMOVAL**

Waste will need to be removed from the following school building sites: **Burnet Hill, Collins, Harrison, Heritage Middle School, Hillside, Mt Pleasant Schools, Livingston HS, Riker Hill and Administration Building** together with all work incidental thereto.

Commencing on **May 30, 2025** Specifications and Proposal Forms will be available by request via email to [jrapp@livingston.org](mailto:jrapp@livingston.org). Bidders should direct their questions to James Perrette, Manager of Buildings and Grounds at 973 535-8000, ext. 8033, all questions should be in writing email [jperrette@livingston.org](mailto:jperrette@livingston.org).

Sealed bids shall be delivered to the Office of the Business Administrator between the hours 8:00 A.M. and 4:00 P.M. on official business days. All bids must be submitted in Triplicate. Bid envelopes shall bear the name and address of the Bidder and shall be endorsed "**Solid Waste/Recycled Trash Removal Bid**", together with all required forms.

Bids will be received by the Board through Jessica Rapp, Business Administrator/Board Secretary at the Board Offices, 11 Foxcroft Drive, Livingston, New Jersey 07039, at **10:00 A.M. prevailing time on May 30, 2025**.

If a bid exceeds Twenty Thousand Dollars (\$20,000.00), the Bidder and all general construction contractors and subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction, as required by law, and possess a valid and current Notice of Classification prior to the time and date that bids are received.

Pursuant to N.J.S.A. 18A:18A-26, in order to be eligible to submit a Proposal for the above-referenced Project, Bidders shall be classified by the New Jersey Department of Treasury, Division of Property Management and Construction in the following discipline(s):

**SOLID WASTE REMOVAL**

In the event the Bidder is not classified in the above discipline(s), the Bidder must utilize a Subcontractor who is so classified by the New Jersey Department of Treasury, Division of Property Management and Construction in the required discipline(s).

Bids must be submitted on the proposal forms in the manner designated, enclosed in a sealed envelope bearing the name and address of Bidder and Project name on the outside, and must be accompanied by certified check, cashier's check, or Bid Bond drawn to the Order of the "Livingston Board of Education", for not less than ten percent (10%) of the amount of the Bid, but in no case in excess of Twenty Thousand Dollars (\$20,000); and must be delivered to the Business Administrator at the above place, by the hour named. The check or bond of unsuccessful bidders shall be returned. Failure to submit bond shall result in rejection of bid. The Board assumes no responsibility for Bids mismailed or misdirected.

Each Bidder shall submit with its Bid, a Certificate of Consent of Surety as per N.J.S.A. 18A:18A-25 from a Surety

company stating that it will provide the Bidder and all Subcontractors, if successful, with a Performance/Payment Bond in the full amount of the contract. If Bidders are not providing Surety for subcontractors, then the subcontractor must provide their own surety and proof of same at the time of the bid submission.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The Board reserves the right to reject any and all bids pursuant to the applicable rules and regulations governing same, or to waive informality in the bidding if it is in the interest of the Board to do so. The Contract for the above-referenced Project will be awarded to the lowest responsible and responsive Bidder.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq. pertaining to the “Public School Contracts Law” and N.J.S.A. 18A:7G-1 et seq. pertaining to the “Educational Facilities Construction and Financing Laws.”

The Bidders’ attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances, rules, and regulations, including N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. regarding Mandatory Affirmative Action, N.J.S.A.34:11-56.25 New Jersey Prevailing Wage Act and P.L.2009, c.88 requiring reporting of wages.

Pursuant to “The Public Works Contractor Registration Act” (N.J.S.A. 34:11-56.50 et seq.), Bidders and their Subcontractors are required to be registered with the New Jersey Department of Labor and to possess a current Certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement for their compliance.

**THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS PURSUANT TO N.J.S.A. 18A:18A-1 ET SEQ., AND TO ALSO NOT AWARD A CONTRACT FOR ANY PORTION OF THE PROJECT, IN WHOLE OR IN PART, IF THE BOARD HAS NOT OBTAINED THE REQUISITE APPROVAL FOR THE PROJECT OR ANY PORTION THEREOF FROM THE APPROPRIATE STATE AGENCY. THE BOARD RESERVES THE RIGHT TO TERMINATE THE CONTRACT IF THE BOARD HAS NOT OBTAINED THE REQUISITE APPROVAL FOR THE PROJECT OR ANY PORTION THEREOF FROM THE APPROPRIATE STATE AGENCY.**

By Order of the Livingston Board of Education, Essex County, New Jersey

\_\_\_\_\_  
Jessica Rapp  
Business Administrator/Board Secretary  
973-535-8000

Dated: May 5, 2025

# **LIVINGSTON PUBLIC SCHOOLS**

## **INSTRUCTIONS TO BIDDERS**

The Livingston Board of Education will receive sealed bids up until 10:00 A.M., prevailing time, on Friday, May 30, 2025 at the Livingston Board of Education Building, 11 Foxcroft Drive, Livingston, NJ 07039 for the Collection, Removal and Disposal of Solid Waste.

The award will be in total as a lump sum, or individually at the discretion of the Livingston Board of Education.

### **GENERAL SPECIFICATIONS**

Bids are being solicited for the Collection, Removal and Disposal of Solid Waste.

### **QUALIFICATION OF BIDDERS**

A bidder on public work for a work for a Board of Education, where the bid is in excess of \$20,000.00 must first have been qualified by the State Board of Education. If the bid is in excess of \$20,000.00, each bidder shall submit with his bid an affidavit showing pre-qualifications in accordance with the standard and by the New Jersey Department of the Treasury, Division of Building and Construction, or the New Jersey Department of the Treasury, Department of Transportation. The pre-qualification standards are accepted by the Department of Education as meeting the minimum requirements of pre-qualification for bidding on public school contracts. Each bidder shall therefore attach to his bid the affidavit form of pre-qualification active on the date of the acceptance of these bids. Failure to do so will be cause to reject the bid as being non-responsive. State pre-qualification requirement is waived if the bidder possesses a Public Utilities Permit number.

Prevailing wage rate must be paid to all workers according to State Law. Affidavit that prevailing wage rates have been paid must be submitted before receiving final payment.

Bidders are required to comply with the requirements of Chapter 127, Public Laws of 1975 (Equal Opportunity Employer.)

The bidder shall make site inspections to accurately check the areas and measurements, and to be familiar with the scope of the work.

Any corporation bidding must provide the name of all stockholders possessing 10% or more of the issued stock in the corporation.

The Board reserves the right to reject any or all bids if deemed in the public interest to do so. The Board does not obligate themselves to award the contract to the lowest bidder. The Board reserves the right to set time limits on the job.

## **SCOPE OF WORK**

It is intended by these specifications to cover all Trash/Garbage Collection, Removal and Disposal and Recyclable Collection, Removal and Disposal from the Administration Building and the various school sites within the Township of Livingston. It is our intent to obtain a bid based upon a monthly rate for solid waste.

Basic Solid Waste collection will include refuse, building and demolition debris, concrete, glossy magazines, junk mail, mixed paper and cardboard.

Contractor must utilize the Essex County Utilities Authority for waste disposal.

## **PERMITS TO BE SECURED BY CONTRACTOR**

The Contractor shall secure all permits, licenses and bonds, and shall pay all necessary fees required for: 1) Permits related to the Contractor's means and methods of construction and 2) any other permits not obtained by the Livingston Board of Education. The bidder shall be aware of the terms and any conditions of said permits and shall include all costs necessary to comply therewith in the unit prices bid for the work.

## **LENGTH OF CONTRACT**

This three year contract will be for the specified period commencing **July 1, 2025** and ending on **June 30, 2028** and can be extended for an additional period of two (2) years from July 1 through June 30 of those years, at the discretion of the Livingston Board of Education. Refuse pick-up at all elementary schools two times a week, secondary schools daily five times a week. Additionally, vendors to supply containers for recycled paper and cardboard. Recycled paper containers will be picked up once a week at elementary schools and three times a week at the middle schools and two times a week at the high school. In addition to all other rights as expressed herein, the Livingston Board of Education reserves the right to cancel this contract upon failure of the contractor to perform the required pick-ups, upon thirty (30) days' notice, without recourse by the contractor.

## **CONDITIONS**

The bid must include contractor supplied containers.

The contractor is advised that any changes in the solid waste laws regulating this contract which increases the direct costs of the contractor to perform his work, over the life of the contract, will be brought to the attention of the School Business Administrator for review. Upon submission of documentation and a detailed breakdown of said increases the School Business Administrator will determine the extent of a contract modification which reflects such increases.

Such modifications will be considered for direct costs only, no additional profit or overhead will be considered. Cost increases such as fuel, insurance, wages and other general operating costs shall not be considered for modification of the contract.

## **NORMAL WORKING HOURS REQUIRED**

Unless otherwise specified by the owner, the Contractor will be expected to accomplish all of the work of this project during normal working hours. No work will be performed on Saturdays, Sundays or Legal Holidays, or prior to **7:00 A.M. or after 7:00 P.M.** on any normal working day, without the knowledge and consent of the Livingston Board of Education.

## **CONTAINER SERVICE**

All containers must be closed on all sides with side doors that can be padlocked. The Contractor will maintain all containers, regardless of type or size, in clean, neat and satisfactory working condition, and all clean-up conditions described and applying elsewhere under this contract will be observed. The contractor will paint all closed containers at least once per year. **The Contractor will repair/replace damaged lids within two weeks of notification. Containers will be marked as trash or recyclable refuse in at least three locations with lettering to be at least three inches (3") tall.**

## **PREVAILING WAGE**

Special attention of bidders is called to the wage requirements established by Laws of 1963, Chapter 150. N.J.S.A.34:11-56.25 New Jersey Prevailing Wage Act and P.L.2009, c.88 requiring reporting of wages.

## **NON DISCRIMINATION**

All bidders are required to comply with the requirements of chapter 127, Public Laws of 1975 (Equal Opportunity Employer) and N.J.A.C. 17:27- 1.1 et seq. regarding Mandatory Affirmative Action.

## **BASIS OF CONTRACT AWARD**

Bids will be received under these specifications for the completion of the whole work. The lowest correct total lump sum complete bid from a responsible qualified Bidder will govern in the awarding of the base bid contract based upon the lowest responsible monthly rate for solid waste.

## **INCOMPLETE OR INFORMAL PROPOSALS**

No bids will be considered in which all of the items given in the proposal are not filled out. Bidders are cautioned not to revise or attach any conditions, limitations, or provisos to the Proposal as such conditions, limitations or provisos will render their bid informal and may cause its rejection.

## **COMPLETION AND SUBMISSION OF PROPOSALS**

All prices and amounts must be written in ink or, preferably, typewritten. All erasures or corrections must be initialed by a signatory to the Proposal.

Bids must be enclosed in sealed envelopes, addressed to the Livingston Board of Education, bearing on the outside, the Bid Name and Bid Number, the name and address of the bidder and must be delivered at the place and time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

## **ERRORS IN PROPOSALS**

In the event there is a discrepancy between the unit prices and the extended total, the unit prices shall govern or if between the correct sum of the extended totals and the total bid submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

## **ESTIMATED QUANTITIES**

It has been the endeavor to estimate the exact quantity of each item in the Proposal to cover the requirements of the Contract. In case a greater or lesser quantity than those estimated in the Proposal is required to finally complete the work, or in case an item scheduled is not used, the Contractor agrees to make no claim for the variation, but will accept final payment based on the actual amount of work performed at the unit price bid.

## **TIME FOR AWARD OF CONTRACT**

The Contract shall be awarded or all bids therefore rejected within sixty (60) days after the opening of bids, except that the bids of any bidders who consent thereto may, at the request of the Livingston Board of Education, be held for consideration for such a longer period as may be agreed. All security delivered with the bids, except the check or bond of the bidder to whom the Contract is awarded, shall be returned within three (3) working days thereafter.

## **CONSENT OF SURETY**

In addition to the Proposal Security, each Proposal must be accompanied by a statement, similar in form to that attached to the Proposal, of a surety company authorized to do business in the State of New Jersey and conforming with P.L. 1995, c.384, and, if so required and noted in the Notice to Bidders, listed in the current U.S. Treasury Department Circular 570, agreeing, in the event that the bidder is awarded the Contract, to execute and deliver a Payment and Performance Bond, in the penal sum of one hundred percent (100%) of the amount of the Proposal.

## **SECURITY REQUIRED**

Simultaneously with delivery of the executed Contract, the contractor shall furnish a Payment and Performance bond of face values equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the Contract Documents, attached hereto. The surety on such bond or bonds shall be a surety company holding a Certificate or authorization to do business in the State of New Jersey and conforming with P.L. 1995, c.384, and, if so required and noted in the notice to Bidders listed in the current U.S. Treasury Department Circular 570. The Surety Disclosure Statement and Certification required by P.L. 1995, c.384 shall be attached to all bonds.

## **ASSIGNMENT OR SUBCONTRACTING**

Contractor covenants and agrees not to assign or subcontract the work specified or covered under the terms of this agreement without the prior approval in writing of the Livingston Board of Education.

## **INSURANCE REQUIREMENTS**

The following minimum Certificates of Insurance must be provided to the Livingston Board of Education by the successful bidder annually:

### **Public Liability/Property Damage**

\$2,000,000 for the protection of each individual;  
\$4,000,000 for each accident;  
\$500,000 for property damage.

### **Automobile Insurance**

\$2,000,000 for the protection of each individual;  
\$4,000,000 for each accident;  
\$500,000 for property damage.

The insurance carrier shall notify the school district at least 30 days prior to cancellation of required coverage.

**Standard Worker's Compensation Insurance.** indemnifying the contractor for and against any loss arising from liability of injuries sustained by any and all agents, servants and employees of the contractor, and as may be required by law.

All of the Contractor's insurance coverage shall contain the following clause:

"The coverage afforded under this policy shall indemnify and hold harmless the Livingston Board of Education, its agents, employees, and officers from any and all liability of whatever nature arising from the contract, including attorney's fees and costs in connection with the defense of such claims."

## **INDEMNITY CLAUSE**

The contractor shall indemnify and hold harmless in perpetuity the Livingston Board of Education and its agents, servants, employees and officers from and against any and all claims, demands, actions, damages, losses, costs, fines, penalties, expenses and liabilities of any kind or nature whatsoever result or arise, directly or indirectly, form or by reason of the performance of or as a result of the performance of the obligation of the contractor hereunder or as a result of any act, omission or negligence on the part of the contractor. The contractor's liability under the within paragraph includes and extends to the acts, omission and negligence of any representative, agent, servant, employee or subcontractor of the contractor, it being understood, however, that this provision shall not be construed as permitting such subcontractors. The obligation for the contractor hereunder shall include, but not be limited to, payment of any and all legal fees or legal expenses incurred by the Livingston Board of Education.

## **PENALTY CLAUSE**

Failure on the part of the contractor to perform the pick-ups as specified herein, in accordance with the contract will result in forfeiture of the per diem rate plus \$100.00 per diem penalty plus any cost incurred per day for each vehicle used by the Livingston Board of Education for that purpose. If the contractor picks up the refuse the following day they will pick up all refuse including what is adjacent to the container.

Performing the basis collection and disposal service which the Contractor has failed to perform and also plus the prevailing daily rate for each person used or employed, including Livingston Board of Education employees, assigned to the performance of this service.



## **NJ BUSINESS REGISTRATION CERTIFICATE**

All bidders should submit with their bid a copy of their New Jersey Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue. Bidders requesting information concerning business registration may call 609-292-7842 for information if you need to obtain this required document.

## **COMPETENCE OF EMPLOYEES**

The people employed by the Contractor must be capable in their work, and if any person employed shall appear incompetent or disorderly, the Livingston Board of Education shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of contracting for the purchase of goods and services is prohibited. Bidders are required to be familiar with the Americans with Disabilities Act requirements and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obliged to comply with the Act.

## **BID BOND**

Bid must be accompanied by a Bid Bond or Certified Check drawn to the order of the Livingston Board of Education for not less than ten (10%) percent of the amount of the bid, not to exceed \$20,000.

## **PERFORMANCE BOND**

The successful bidder must furnish a Performance Bond equal in face value to one hundred percent (100%) of the amount of the awarded bid contract by the Livingston Board of Education for the first year of contract, renewed yearly if contract is renewed. Performance Bond shall not be released until after completion, acceptance, and final payment of the whole work, and then only if all liens and claims have been satisfied.

## **SURCHARGE**

Cost of bid per month shall include New Jersey Landfill Solid Waste Surcharges. Note-Landfill costs: on multiple year contract bids, adjustment will be allowed for increased (if any) in landfill costs on a base bid.

### **All bids must be accompanied by the following:**

_____	Bid Proposal Form
_____	Statement of Bidders Qualifications, Experience and Financial Ability
_____	Business Registration Certificate
_____	Affirmative Action Questionnaire/Statement
_____	Assurance of Compliance
_____	Political Contribution Disclosure Form
_____	Disclosure of Investment Activities in Iran
_____	Non Collusion Affidavit
_____	Certificate of Non involvement in Prohibited Activities in Russia or Belarus
_____	Statement of Ownership Disclosure
_____	Contractor/Vendor Questionnaire Certification
_____	Bid Bond
_____	Performance Bond

Bidders are required to comply with the requirements of Chapter 127, Public Laws of 1975 (Equal Opportunity Employer.)

Bids may not be modified after submittal. Bidders may withdraw bids any time prior to bid opening.

Bids will be opened publicly and will be read aloud. The Livingston Board of Education shall award contracts or reject any or all bids, or parts thereof, within sixty (60) days unless otherwise agreed to by the parties. This bid will be awarded based on the lowest, responsible bid for each individual item.

The Livingston Board of Education reserves the right to waive any informalities in or to reject and and/or all bids, or parts thereof, as may be deemed to be in its best interest.

Any bidder finding errors, omissions or having questions with reference to this bid shall notify the Board of Education Business Office. An addenda will be issued to all prospective bidders via fax at least three (3) days prior to the date of the opening of the bid.

The bidder shall indemnify and hold harmless the Board, its employees and agents for any and all claims, liability, damages and expenses, including reasonable attorney's fees arising out of, or resulting from or in connection with this bid, which are caused by any error, omission, neglect or intentional act of the Board, its employees and agents.

## LIVINGSTON PUBLIC SCHOOLS

### **BID PROPOSAL FORM**

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

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

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

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

TO: Livingston Public Schools  
Board Secretary/Business Administrator

RE: Collection, Removal and Disposal of Solid Waste

In compliance with your invitation to Bid, and having examined the specification with related documents the bidder hereby proposes to furnish all parts, and warranties in accordance with the Contract documents within the time set forth herein for the following bid:

**SIGNED:** Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Proprietor, General  
Partner, Authorized Principal Officer)

By: \_\_\_\_\_  
Typed or printed (Same as Signature)

## LIVINGSTON PUBLIC SCHOOLS

Having carefully examined the specifications entitled Collection, Removal and Disposal of Solid Waste and Collection, Removal and Disposal of Recyclables, we hereby submit the following bid:

### **COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE BASE BID:**

**Monthly rate** includes providing the Livingston Board of Education containers.

	Trash	Recyclables
1. Year One Contract	\$ _____/month	\$ _____/month
2. Year Two Contract	\$ _____/month	\$ _____/month
3. Year Three Contract	\$ _____/month	\$ _____/month

Extra Pick-up Costs	Trash	Recyclables
1. 2 <sup>nd</sup> pick-up 4 yd. Dumpster	\$ _____	\$ _____
2. 2 <sup>nd</sup> pick-up 6 yd. Dumpster	\$ _____	\$ _____
3. 2 <sup>nd</sup> pick-up 8 yd Dumpster	\$ _____	\$ _____

### **ALTERNATES: (for full term of contract as awarded)**

1. Cost of ten (10) cubic yard dumpster delivered and picked-up \$ \_\_\_\_\_
2. Cost of twenty (20) cubic yard dumpster delivered and picked-up \$ \_\_\_\_\_
3. Cost of thirty (30) cubic yard dumpster delivered and picked-up \$ \_\_\_\_\_

### **CERTIFICATION OF BIDDER:**

**Bid Submitted by:** \_\_\_\_\_

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

**Tel. #** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

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

**ALL BIDDERS ARE REQUIRED TO PROVIDE A COPY OF THEIR SOLID WASTE COLLECTION/DISPOSAL LICENSE.**

## STATEMENT OF BIDDERS QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

### AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF \_\_\_\_\_ ) SS: (Project Name)

I, \_\_\_\_\_, am the \_\_\_\_\_  
of the \_\_\_\_\_, and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Livingston Board of Education to award to \_\_\_\_\_ the contract for solid waste collection and/or recycling services In the event said bidder is the lowest responsible bidder on the basis of the proposal which is submitted herewith.
3. I understand and agree that the Livingston Board of Education will rely upon the information provided in the Questionnaire in determining the lowest responsible bidder to be awarded the contract.
4. I also understand and agree that the Livingston Board of Education may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Livingston Board of Education, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Livingston Board of Education with any information necessary to verify the answers given.

\_\_\_\_\_  
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 \_\_\_\_

Note: A partnership must give firm name and signature of all partners. A corporation must give full name and signature of official and the corporation seal affixed.

## STATEMENT OF BIDDERS QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

### *QUESTIONNAIRE*

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste and recyclable collection and disposal for the Livingston Board of Education. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must all be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?  

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2. List any other names under which the bidder, its partners or officers has conducted business in the past five years.  

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3. Has the bidder failed to perform any contract awarded to it in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.  

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4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.  

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5. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to the question below relating to this subject.  

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6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to the question below relating to this subject.  

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**QUESTIONNAIRE (CONT.)**

- (a) Name of contracting unit: \_\_\_\_\_
  - (b) Approximate population of contracting unit: \_\_\_\_\_
  - (c) Term of contract from – to: \_\_\_\_\_
  - (d) How were materials collected? \_\_\_\_\_
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste : \_\_\_\_\_
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal: \_\_\_\_\_
- 

7. List the name and address of three credit or bank references: \_\_\_\_\_

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8. Supply the most recent annual report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

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9. Additional Remarks: \_\_\_\_\_

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## LIVINGSTON PUBLIC SCHOOLS

### REQUIREMENTS FOR DISPOSAL SERVICES

1. Refuse pickup all Elementary Schools two times a week, Tuesday, Thursday and for the time period for the week of September 1 through June 30.

Secondary schools daily five times a week for the time period for the week of September 1 through June 30.

One pickup per week, per elementary school and administration building for the time period of July 1 through the last full week of August.

Two pickups per week, per secondary schools for the time period of July 1 through the last full week of August.

See pickup schedule below for recycling materials pick up at all nine (9) locations.

2. Successful bidder must deodorize and sanitize all containers weekly.
3. Successful bidder must repair and replace all containers damaged by the contractor or his agents which includes replacement of lids within two weeks of notice.
4. If necessary, for additional pickup other than stated above, the contractor must respond in 24 hours at cost to be determined in the bid document.
5. Any day there is no pickup when scheduled there will be a prorated reduction of monies due the contractor.
6. If there are significant instances of no pickup the Board reserves the right to cancel the contract.
7. The successful bidder must be licensed for solid waste collection/disposal for service in Livingston.
8. This award is for **July 1, 2025 through June 30, 2028 (36 months)**
9. The Board reserves the right to renew this contract annually for a maximum of two (2) years at a rate not to exceed the index rate for the twelve (12) months preceding the most recent quarterly calculation of the base bid.
10. The successful bidder must utilize the Essex County Utilities Authority for waste disposal.



## NUMBER OF PICK-UPS

SCHOOL	SIZE	REFUSE - REFUSE - RECYCLE - RECYCLE PICKUP - PICKUP - PICKUP - PICKUP PER WEEK - PER WEEK - PER WEEK - PER WEEK (Sept.-June) - (July-August) - (Sept – June) - (July-August)			
Burnet Hill Elementary 25 Byron Place	1 - 8 cu. yd dumpster 1 – 8 cu yd dumpster*	2	1	1*	1*
Collins Elementary 67 Martin Road	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster*	2	1	1*	1*
Harrison Elementary 148 N. Livingston Avenue	1 – 8 cu. yd dumpster 1 - 8 cu. yd dumpster *	2	1	1*	1*
Hillside Elementary 98 Belmont Drive	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster *	2	1	1*	1*
Riker Hill Elementary 31 Blackstone Drive	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster*	2	1	1*	1*
Mt. Pleasant Schools 11 Broadlawn Drive	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster *	5	2	3*	2*
Heritage Middle 20 Foxcroft Drive	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster, front load type*	5	2	3*	2*
Livingston High Robert Harp Drive	1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster 1 - 8 cu. yd dumpster* 1 - 8 cu yd. dumpster (recycled cans and bottles) once (1) per week all year.	5	2	2*	2*
Livingston Board of Education 11 Foxcroft Drive	1 - 6 cu. yd dumpster 1 - 6 cu. yd dumpster*	2	1	1*	1*

1.48 AFFIRMATIVE ACTION PROVISIONS (P.L. 1975,C.127)- (PROCUREMENT/SERVICE) DURING PERFORMANCE OF THIS CONTRACT, CONTRACTOR AGREES AS FOLLOWS:

- a. 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity officer setting forth provisions of this non-discrimination clause.
- b. 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, sex affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representatives of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. "The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.
- f. "The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices."
- g. "The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms 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 court decisions".
- h. "The contractor or subcontractor agrees to revise 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, sex, affectional or sexual orientation and conform with the

applicable employment goals, consistent with status and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions”.

i. “The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulation, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Provisions (d), (e), (f), (g), (h) or (i) not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

#### 1.49 AFFIRMATIVE ACTION CERTIFICATE/REPORT

##### **ALL FIRMS**

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the public agency:

a. An existing federally approved or sanctioned affirmative action program,

or

b. A Certificate of Employee Information Report Approval.

or

c. If the contractor cannot present “a” or “b”, and the contractor has never before applied for “b”, the contractor is required to submit a completed Employee Information Report (FormAA302). This form will be made available to contractors by the public agency awarding the contract.

2. A contractor’s bid must be rejected as non-responsive if a contractor fails to submit either “a”, “b”, or “c”, listed above in #1, within the time specified after the public agency submits the contract to the contractor for signing.

3. When the Employee Information Report is completed by the contractor, the copy marked “Public Agency” will be submitted to the public agency, the copy marked “Contractor” will be retained by the contractor, and the remaining copies will be forwarded immediately to:

Affirmative Action Office  
Department of the Treasury  
State House  
CN 209  
Trenton, New Jersey 08625

# AFFIRMATIVE ACTION QUESTIONNAIRE

## Goods and Services Contracts

RFP 25-02

Proposal Date: Friday, May 30, 2025

The Board of Education requests that this form be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No

*If yes, please attach a copy of the plan to this questionnaire.*

2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

*If yes, please attach a copy of the certificate to this questionnaire.*

3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance/)

Select “Online Submission/Payment of EE/AA Employee Information Report” and Please follow all the “Online Submission Instructions.”

If completing the forms manually, please mail your forms and the \$150.00 certificate fee in the form of a check or money order, made payable to: “Treasurer, State of New Jersey” to the address below:

NJ Department of the Treasury  
Division of Purchase and Property Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206 Trenton, NJ 08625-0206

Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the rejection of the proposal.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Business Entity \_\_\_\_\_

City, State, Zip \_\_\_\_\_

# ASSURANCE OF COMPLIANCE FORM

## Assurance of Compliance Form

During the performance of this contract, a contracted service provider may come in contact with district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, if the Board of Education requires vendors to sign a statement of Assurance of Compliance, they must acknowledge their understanding of the below-listed requirements and the vendor's assurance of compliance with these listed requirements.

### **Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

### **Criminal History Background Checks N.J.S.A. 18A:6-7.1**

When applicable, the contracted service provider shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in regular contact with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. See NJDOE Broadcast 9/9/19

### **Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.**

When applicable, all contracted service providers whose employees have regular contact with students shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Business Entity \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

RFP 25-02

As part of this proposal, all vendors are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

# LIVINGSTON BOARD OF EDUCATION

## Chapter 271

### POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following reportable political contributions (more than \$200 per election cycle) to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract.

#### Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient	Name of Contributor



**No Reportable Contributions** (Please check if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26.

#### **Certification**

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Name of Authorized Agent \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

Business Entity \_\_\_\_\_

RFP No. 25-02

The Board of Education requires that this form be submitted with the RFP package.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate, committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed **\$200 per election cycle** that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

**July 20, 2023**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 52:34-25**

**INSERT LIST OF AGENCIES  
WITH ELECTED OFFICIALS**



# **LIVINGSTON BOARD OF EDUCATION DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**(Page 1)**

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_

**VENDOR/BIDDER NAME** \_\_\_\_\_

## **PART 1 COMPLETE BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **CHECK THE APPROPRIATE BOX**

- I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**Or**

- I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

## **PART 2 ADDITIONAL INFORMATION**

Please Provide Further Information Related to Investment Activities in Iran.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**LIVINGSTON BOARD OF EDUCATION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**  
**(Page 2)**

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the **Livingston Board of Education** 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 **Livingston Board of Education** to notify the **Livingston Board of Education** in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Livingston Board of Education** and that the **Livingston Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

The Disclosure of Investment Activities in Iran Form must be completed, certified, and submitted prior to the contract award. The Board of Education requests that this form be submitted with the RFP package.

Name of Vendor, Bidder, or Proposer \_\_\_\_\_  
Print Full Name

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

## Solid Waste/Recycled Trash Removal Services

RFP No. 25-02

Proposal Date: Friday, May 30, 2025

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the \_\_\_\_\_  
Position Name of Business Entity

I am the vendor making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential vendors, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

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 of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Print Name of Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(SIGNATURE OF VENDOR)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

SEAL

STAMP

The Board of Education requests that this form be submitted with the RFP package.

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

## LIVINGSTON BOARD OF EDUCATION N.J.S.A. 18A:18A-49.5

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

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

*(Check the Appropriate Box)*

☐ 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**

☐ 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**

☐ 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.)*

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

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). NJ Rev. 1.22.2024. The Board of Education requests this form to be submitted with the RFP package.

# 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, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

## **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 Check the appropriate box**

☐ 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)**

Name of Individual or Business Entity	Address

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

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

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

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate 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 ***Livingston Board of Education*** 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 the ***Livingston Board of Education*** to notify the ***Livingston Board of Education*** 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 ***Livingston Board of Education*** to declare any contract(s) resulting from this certification void and unenforceable.

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

**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.**

# CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

## Solid Waste/Recycled Trash Removal Services

Name of Business Entity \_\_\_\_\_  
Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_  
Unique Entity Identifier (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

### References – Work previously done for Public School Districts in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

### Vendor Certifications

#### Direct/Indirect Interests

I declare and certify that no member of the Livingston Board of Education, nor any officer, employee, or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document duly signed by the president of the firm, business entity, or company.

#### Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association, or partnership offered or paid any fee, commission, or compensation or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Livingston Board of Education.

#### Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

#### Debarment Certification

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award, or performance of a government contract.

#### President or Authorized Agent

\_\_\_\_\_  
***SIGNATURE***

This form is be submitted with the RFP package.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; 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.

*(Revised: July 2022)*



## **AMERICANS WITH DISABILITIES ACT**

### **Equal Opportunity for Individuals with Disability**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

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

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

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

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