

**CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY  
1645 FERRY AVENUE  
CAMDEN, NEW JERSEY 08104  
(856) 541-3700**

DATE: June 18, 2026

**Bid No. and Title: Bid No. 26-14 Supply and Delivery of Air Injection Wet Well Cleaning and Odor Control System for the Camden County MUA**

**BIDS MUST BE RETURNED NO LATER THAN 11:00 AM O'CLOCK PREVAILING TIME  
ON July 7, 2026.**

1. PRICES MUST INCLUDE DELIVERIES TO ALL SITES SET FORTH HEREIN.
2. Quotations must be made on these sheets. Camden County Municipal Utilities Authority (CCMUA) is not responsible for any expenses incurred by any firm in preparing or submitting a bid proposal.
3. Prices may be submitted on any or all the items listed unless otherwise specified. Award of contract will be made based on the lowest responsible bid on each item or on an aggregate basis, whichever is in the best interest of CCMUA ~~and System Members (if this is a Cooperative Pricing bid).~~
4. Insert NET UNIT PRICES. Bids must be firm for a minimum of 60 days. Contract prices may not be increased during the term of the contract.
5. CCMUA is exempt from sales tax.
6. The CCMUA reserves the right to accept or reject any part or parts of the responses to this bid in accordance with law.
7. The CMUA shall only be responsible for the payment of interest or late fees as provided pursuant to N.J.S.A. 2A:30A-2(c).
8. Official CCMUA bid packages are available from the CCMUA, at no cost to the vendor. All addenda will be issued by the CCMUA Purchasing Department. **Potential bidders are cautioned that they are bidding at their own risk if receiving the bid specification from any other party.** Such bid specifications may not be complete.
9. Bidders are required to comply with the requirements of N.J.S.A. 34:11-56.25 et seq. regarding prevailing wages, where applicable.
10. Bidders are hereby noticed that the CCMUA shall correct certain types of clerical errors if found in submitted bids. For example, if the quantity needed or the standard unit of measurement used, times the unit price, is incorrectly calculated in reaching a total or final price, the CCMUA will correct the computational mistake.
11. The CCMUA requires bidders to list any exceptions to the bid specifications. For any exceptions listed the CCMUA shall determine if it will accept an immaterial, or minor, deviation from its bid specifications as permitted by law. Material exceptions shall be cause for rejection of the bid. Bidders shall not be permitted to remove listed exceptions after bids are opened.

12. N.J.S.A. 40A:11-2.1 and 52:32-55 prohibits local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. See also N.J.S.A. 52:32-60.1, et seq prohibiting certain activities in Russia and Belarus.
13. Official notification of Bids, RFPs and or RFQ's authorized by the CCMUA may be viewed on [WWW.CCMUA.org](http://WWW.CCMUA.org). To review, Current and Archived Bids, RFPs and or RFQ's click on the "BUSINESS CENTER" tab, then click on "Current" or Archived". Copies of resolutions and bid results require an OPRA request. See [www.CCMUA.org](http://www.CCMUA.org) for OPRA form and process.
14. Should any requirements or language contained in the contract documents/technical specifications be found to conflict with the CCMUA's general bid boilerplate (ITB pages), the requirements/language in the bid boilerplate shall prevail.
15. BIDDERS ARE REQUIRED TO USE THE CCMUA'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS BID. FAILURE TO USE THE CCMUA FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE CCMUA FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE CCMUA PDF OR HARDCOPY TO A WORD DOCUMENT, SHALL BE CAUSE FOR REJECTION OF THE BID.

WE SUBMIT HEREWITH our prices as indicated on the following bid.

Submitted on \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_  
(Name of Company)

Fax No. \_\_\_\_\_ PER \_\_\_\_\_  
(Signature and Title of  
Authorized Representative)

**E-Mail:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

## BIDDER'S CHECKLIST

**THIS BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

1. ~~Bid Guarantee deposit in the form of a certified check, cashier's check or bid bond. See Paragraph 4.1 and **Exhibit A**. (Must be submitted with bid)~~ \_\_\_\_\_
2. ~~Certificate from a Surety Company or Financial Institution stating that if bid is accepted, they will provide the required performance bond or Letter of Credit. See Paragraphs 4.2, 8.1 and 8.2, and **Exhibits B, C, and D**. (Must be submitted with bid, must include originals—copies will not be accepted)~~ \_\_\_\_\_
3. Statement of Corporate Ownership listing the names and addresses of all individuals owning ten percent (10%) or more of corporation, partnership, or LLC. See **Exhibit E**. (Must be submitted prior to or with bid) \_\_\_\_\_
4. Non-collusion Affidavit properly notarized. See **Exhibit F**. (Due after notice of award and prior to signing contract) \_\_\_\_\_
5. Affirmative Action MBE/WBE Tracking Form. See Paragraph 5 and **Exhibit J**. (Due after notice of award and prior to signing contract) \_\_\_\_\_
6. ~~Debarment Certification Form. **Federal Public Works contracts only**. See **Exhibit K**. (Must be submitted prior to award)~~ \_\_\_\_\_
7. ~~Extension or Non-Extension of Prices to Registered System Members (Other Agencies) See Paragraph 22.1 and **Exhibit L**. (Must be submitted prior to award)~~ \_\_\_\_\_
8. ~~Textile/Apparel Subcontractor Disclosure Requirements~~  
**For Bids for Textiles and/or Items of Apparel Only.**  
Disclosure of all subcontractors and sites and Certification of Compliance for textile and apparel bids. See Paragraphs 23.1 and Paragraph 23.2 and **Exhibit M**. (Must be submitted with bid). \_\_\_\_\_

**[BIDDER'S CHECKLIST CONTINUED NEXT PAGE]**

**BIDDER'S CHECKLIST (cont'd)**

- 9. ~~Proof of compliance with The Public Works Contractor Registration Act, if applicable. See Paragraph 24. (Must be submitted prior to award of contract).~~ \_\_\_\_\_
  
- 10. ~~Construction Subcontractor Disclosure Requirements~~
  - a. ~~**For Bids for Construction Only.**~~  
~~Disclosure of subcontractors as required by N.J.S.A. 40A:11-16. See Paragraph 26 and **Exhibit N.** (Must be submitted with bid)~~ \_\_\_\_\_
  
- 11. Proof of compliance with the State Contractor Business Registration Program. See Paragraph 31. (Must be submitted prior to award of contract) \_\_\_\_\_
  
- 12. Acknowledgement of Receipt of Addenda, whether or not issued, N.J.S.A. 40A:11-23.2. See Paragraph 32 and **Exhibit Q**. (Form must be submitted with bid). \_\_\_\_\_
  
- 13. Certification - Disclosure of Investment Activities in Iran **Exhibit S**. (Must be submitted prior to award of contract). \_\_\_\_\_
  
- 14. Certification of non-involvement in prohibited activities in Russia or Belarus. **Exhibit T**. (Must be submitted prior to award of contract). \_\_\_\_\_

**NAME OF BIDDER** \_\_\_\_\_

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

**DATE** \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT, OPENING, WITHDRAWAL OF BIDS, AND FAILURE TO RESPOND**

- 1.1 Sealed Bids will be received by the CCMUA on the date, time, location, and in the manner as listed in the advertisement.
- 1.2 Bids must be received at the CCMUA department stipulated in the advertisement no later than the due date and time indicated therein. It is recommended that bids be hand delivered to that department. The CCMUA assumes no responsibility for delays in any form of courier or mail order delivery service causing the bid to be received at the **department stipulated** later than the due date and time. All late bids will be rejected in accordance with the law.
- 1.3 Any bid may be withdrawn prior to the time for openings of bids or the authorized postponement thereof. Any bid received after the opening of bids will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual opening thereof except as may be permissible under N.J.S.A. 40A:11-23.3.

### **2. QUALIFICATION OF BIDDERS**

- 2.1 The CCMUA may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the CCMUA all such information and data for this purpose as the CCMUA may request. The CCMUA reserves the right to reject any bids if the evidence submitted by, or investigation of such bidder, fails to satisfy the CCMUA that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

### **3. PREPARATION OF BID**

- 3.1 **Bids must be submitted on the prescribed form. ONE ORIGINAL (1) and one (1) electronic copy (electronic flash drive/thumb drive-CD-DVD) of the bid should be submitted.** The bidder shall fill in all blank spaces in ink or by typewriter, both in words and figures. Bids must be signed in ink by authorities with capacity to legally bind the bidder to its bid proposal.
- 3.2 Each bid shall be based upon the specifications prepared by the CCMUA. The bidder accepts the obligation to become familiar with the CCMUA's specifications.
- 3.3 Each bid must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and 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, followed by the name of the State of Incorporation, and must contain the signature and designation of the President, Secretary or other person authorized to bind the corporation in the matter. When requested by the CCMUA, satisfactory evidence of the authority of the corporate officer shall be furnished.
- 3.4 Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment or additive information not required by the bid documents, or irregularities of any kind, may be rejected by the CCMUA. Any

changes, white-outs, strike-outs, etc. on the proposal page must be clear as to meaning and initialed by the person responsible for signing the bid.

- 3.5 The CCMUA reserves the right to waive any minor informalities in the bids received as permitted by law and shall reject defective or non-responsive bids as required by law.
- 3.6 All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address and subject and title of the specifications. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed as set forth in the advertisement. The CCMUA assumes no responsibility for mailings not received on time at the department stipulated in the advertisement to receive bids. It is therefore recommended that bids be hand delivered.
- 3.7 Bidders must insert prices for furnishing all the materials and/or labor required by these specifications whether such requirement is specifically set forth. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully pre-paid by the contractor F.O.B. destination and placement at locations specified by the CCMUA. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when single shipment is ordered.
- 3.8 Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Board of Commissioners and subject to the CCMUA's customary billing procedures.

#### ~~4. BID BOND/CONSENT OF SURETY OR LETTER OF CREDIT~~

##### ~~4.1 BID BOND~~

~~Each bid must be accompanied by the Certified Check of the bidder or by a Cashier's Check, or by a Bid Bond prepared on the form of bid bond attached hereto as Exhibit A, duly executed by the bidder as principal, having surety thereon, a surety company approved by the CCMUA, in an amount not less than ten percent (10%) of the amount of the base bid submitted, said 10% not to exceed \$20,000.00 pursuant to N.J.S.A. 40A:11-21, payable to the CCMUA. Only originals submitted on the CCMUA's form Exhibit A will be accepted.~~

##### ~~4.2 CONSENT OF SURETY OR LETTER OF CREDIT~~

~~In addition, the bid must also be accompanied by a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond in the full amount of the bid. CCMUA forms are required to be used. A form of Consent of Surety is attached hereto as Exhibit B. Only originals submitted on the CCMUA's form Exhibit B will be accepted. A form of Performance Bond is attached hereto as Exhibit C. **Exhibit C must be signed by the successful bidder and bidder's surety after award of contract and must be returned with the contract.** As an alternative to the consent of surety, bidders may provide a letter from a bank or similar financial institution stating that it will issue a Letter of Credit in the full amount of the bid and pursuant to the terms of the Letter of Credit in the specifications (**Exhibit D**).~~

- ~~4.3 Per N.J.S.A. 40A:11-24(a), All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the~~

~~bidder, within ten (10) days after the opening of bids, **Sundays and holidays excepted**, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, **Sundays and holidays excepted**, after the awarding and signing of the contract, and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.~~

~~4.4 In accordance with N.J.S.A. 40A:11-14 the CCMUA requires the bid bond and consent of surety in the form provided herein on Exhibit A and Exhibit B. No other forms shall be accepted and failure to provide a bid bond and consent of surety on the CCMUA form, when required by the bid, shall be cause to reject the bid.~~

## 5. AFFIRMATIVE ACTION

5.1 The successful bidder shall adhere to the mandatory affirmative action language required by N.J.A.C. 17:27 and N.J.S.A. 10:5-31 et seq.

5.2 For procurement, professional and service contracts, the above-referenced mandatory language shall be that set forth in **Exhibit G**.

5.3 For construction contracts, the above-referenced mandatory language shall be that set forth in **Exhibit H**.

5.4 All bidders should complete the Affirmative Action Questionnaire set forth in **Exhibit I** and follow its instructions.

5.5 All bidders should complete the Affirmative Action Plan MBE/WBE Tracking Form in **Exhibit J**.

## 6. ADDENDA AND INTERPRETATIONS

6.1 No interpretation of the meaning of any bid document will be made to any bidder orally. Any request for interpretation shall be in writing, addressed to the CCMUA's representative stipulated in the bid and must be received at least ten (10) days prior to the date fixed for the opening of bids. 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. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 7. MISCELLANEOUS

7.1 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all other bid documents (including addenda). The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

7.2 In cases where a performance bond is not required by the bid, if the successful bidder defaults, the CCMUA may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

- 7.3 The CCMUA is exempt from any State sales tax and Federal excise tax. In submitting this bid, the bidder certifies that its total bid price does not include any such taxes.
- 7.4 For purposes of evaluation where an equivalent is being furnished, the bidder must indicate any variation to the CCMUA's specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully and exactly complies with the CCMUA's specifications.
- 7.5 All bids submitted shall include in price any applicable permits, or fees required by any other government entity that has jurisdiction to require the same.
- 7.6 In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend all actions or suits charging such infringement, and will save the CCMUA harmless from any damages resulting from such infringement.
- 7.7 The bidder understands and agrees that, if awarded any contract by the CCMUA, it shall be responsible for ensuring that it and all subcontractors meet minimum safety, health and equipment requirements including provisions for protecting employees and the public from any hazards encountered in performing its obligations pursuant to this bid.
- 7.8 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.27, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) more than \$50,000 from public entities, including the CCMUA. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

## **8. SECURITY FOR FAITHFUL PERFORMANCE**

- 8.1 Simultaneously with its delivery of the executed contract, the successful bidder shall deliver to the CCMUA an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of contract bond attached hereto and having a surety thereon such surety company or companies as are acceptable on bonds approved by the CCMUA, and as are authorized to transact business in this State.

In the event the successful bidder chooses to supply a Letter of Credit in lieu of the performance bond required by Section 8.1 above, said Letter of Credit shall be delivered to the CCMUA simultaneously with the delivery of the executed contract. The Letter of Credit shall be for the full amount of the bid and shall conform to the terms set forth in the terms of Letter of Credit in these specifications.

## **9. INSURANCE REQUIREMENTS**

(Where applicable the following insurance requirements shall apply).

### **9.1 Workers Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of the contract and shall cover all employees engaged in the performance of the contract. This insurance shall

comply with all applicable statutes and regulations. Minimum Employer's Liability insurance of \$500,000.00.

## **9.2 General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for bodily injury and property damage and shall be maintained in force during the life of the contract.

## **9.3 Builders Risk Insurance where applicable**

This insurance shall cover all building construction, reconstruction, alteration, or related work and shall have limits of not less than the agreed completed value of the project. The coverage shall be written on a replacement cost basis and a copy of such policy shall be provided to the CCMUA before construction commences. Coverage shall remain in force until a certificate of occupancy has been issued.

## **9.4 Automobile Liability Insurance where applicable**

This insurance shall cover the Contractor for claims arising from owned, hired, and non- owned vehicles and shall have limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. Coverage shall be maintained in force during the life of the contract.

## **9.5 Insurance Requirements for Subcontractors**

On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor.

## **9.6 Certificates of the Required Insurance**

Certificates for the above-listed insurance shall be submitted along with the signed contract as evidence that such insurance is in force and shall name the **Camden County Municipal Utilities Authority (CCMUA) as additional insured.** The notice to proceed and/or purchase order will not be issued by the CCMUA until the certificate of insurance is provided with the signed contract. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

## **9.7 Cancellation**

Certificates for the above-listed insurance shall contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days prior written notice to the CCMUA.

# **10. INDEMNIFICATION**

**10.1** The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the CCMUA and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on

account of the loss of life, property or injury or damage to the person, body, or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

## 11. AWARD

- 11.1 Award of contract will be made by the CCMUA Board of Commissioners within sixty (60) days after the bid opening or within the time allowed by law.
- 11.2 Upon award of the contract, the contract and performance bond shall be forwarded to the successful bidder. N.J.S.A. 40A:11-24(b) requires the contract to be signed by all parties within the time set forth in the specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award. At the expiration of such time, the CCMUA may elect to award the bid to the next lowest responsible bidder and accept as liquidated damages the bid security.

## 12. QUANTITIES – where applicable.

- 12.1 Quantities shown are approximate and the CCMUA reserves the right to increase or decrease them to the extent of twenty percent (20%) at the unit price bid. If the number of units in the total is less than ten (10), the CCMUA shall have the right to increase or decrease the quantity to not more than ten (10) or less than one at same unit price. Such change, however, will only be upon the written order of the CCMUA.

## ~~13. PREVAILING WAGE ACT / CERTIFIED PAYROLL SUBMISSIONS~~

- ~~13.1 Pursuant to N.J.S.A. 34:11-56.25 et seq., and as amended, successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.~~
- ~~13.2 The contractor on any public works project for the CCMUA shall be required to submit a certified payroll record to the Department of Labor and Workforce Development. <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml>.~~

## 14. METHOD OF AWARD

- 14.1 For goods and services contracts the CCMUA may award the work based on the lowest responsible Base Bid or may elect to award the work based on the line items or unit prices, whichever is in the best interest of the CCMUA.
- 14.2 For construction contracts, the CCMUA will award the contract to the lowest responsible bidder whose base bid is the lowest.
- 14.3 **The cost of any Alternate(s) included in the bid shall be awarded consistent with New Jersey law.**

## 15. TERM OF CONTRACT

- 15.1 The term of the contract to be awarded as the result of this bid shall be for one (1) year from the date of execution of the agreement unless otherwise stated in the bid technical specifications.

**16. TERMINATION**

**16.1** The CCMUA may terminate the agreement for any reason upon thirty (30) days written notice to the contractor. The CCMUA shall only be responsible for payment up to the effective date of termination.

**17. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE**

**17.1** Pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

**18. AVAILABILITY OF FUNDS**

**18.1** Pursuant to N.J.S.A. 40A:11-15 any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

**19. PURCHASING FROM STATE CONTRACT**

**19.1** The CCMUA reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the CCMUA's best interest to do so.

**20. BRAND NAMES AND/OR PRODUCT DESCRIPTION**

**20.1** Pursuant to N.J.S.A. 40A:11-13, brand names and/or descriptions used in this specification for bid proposal are to acquaint prospective bidders with the type of equipment (or commodity) described and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the equipment described and material offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials as described in these specifications be delivered.

It is recognized that no two pieces of equipment and no two products are engineered or designed the same. Trade names, brand names and models specified herein are provided to establish a minimum standard of quality acceptable to the CCMUA for this bid. Substitute brands, makes and models shall be considered and reviewed based on its ability to perform the specified tasks or provide the same quality of goods as specified in the CCMUA's bid. This is known as an "Equivalent".

If the bidder seeks to provide an Equivalent product or good, the bidder shall with its bid, submit specifications or cut sheets for such proposed Equivalent product or good. The CCMUA's Architect/Engineer, or specifications writer, for the bid shall review the submission provided by the bidder to determine whether the product or good is an Equivalent to the bid specification. The CCMUA's Architect/Engineer or specifications writer shall have the final decision on whether a bidder's submitted product specifications are an Equivalent to the named product(s) or good(s) in the bid.

## 21. WORKER AND COMMUNITY RIGHT TO KNOW

21.1 The successful bidder shall comply with all provisions of the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq., as well as the regulations under the Act (N.J.A.C. 8:59-1.1 et seq.).

## ~~22. COOPERATIVE PRICING~~

~~22.1 If this bid is being issued under the Camden County Cooperative Pricing System, System Identifier No. 57-CCCPS, then each bidder must read the Rules and Instructions for Bids Under the Camden County Cooperative Pricing System attached hereto and indicate on Exhibit L whether its bid proposal is extended or not extended to registered system members (other agencies) by checking the appropriate box.~~

~~**IMPORTANT NOTICE: A bidder's failure to complete Exhibit L in the case of a bid for the Camden County Cooperative Pricing System shall be deemed to be an extension of prices by that bidder to registered system members (other agencies).**~~

## ~~23. BIDS FOR THE PURCHASE OF TEXTILES AND ITEMS OF APPAREL~~

~~In accordance with Resolution No. 55 of the CCMUA Board of Commissioners adopted on May 21, 1998, the following terms and conditions shall apply to all bids for the purchase of textiles and/or items of apparel:~~

### ~~23.1 Disclosure of all subcontractors and sites~~

~~Each bidder shall set forth in Exhibit M of its bid response the name and address of each subcontractor to be used in the provision of the goods or services which are the subject of this bid. Additionally, each bidder shall set forth in Exhibit M of its bid the name and address of all locations, including subcontractor locations, substantially involved in the production of the goods or services which are the subject of this bid. Such information shall be considered public information.~~

### ~~23.2 Certification of Compliance.~~

~~Bidders shall certify in Exhibit M that each location, including subcontractor locations, substantially involved in producing or distributing such goods meet the following standards:~~

~~**a. Compensation.** Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage"). For employment within the United States, this shall mean wages of at least \$7 per hour in 1997 dollars, along with affordable family health benefits and company paid pension benefits typical of responsible employers.~~

~~**b. Rights.** The company respects workers' rights to speak up about working conditions without fear of retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge. The company complies with all laws, regulations, and ILO standards governing the workplace. The company does not use child labor, forced labor, or~~

~~corporal punishment. The company does not discriminate in hiring, promotion or compensation based on race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.~~

~~c. **Safety and Health.** The company provides a safe and healthy work environment.~~

### ~~23.3 — **Correction and remediation of violations; Proof of compliance**~~

~~The County may, at its discretion, require correction and remediation of violations of the standards listed above prior to renewing commerce with the contractor. The County may require further proof of compliance with the standards. Upon the County's request, the contractor or subcontractor shall make all relevant records available to the County or its designee.~~

## ~~24. — **COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT**~~

~~The bidder shall comply with The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. on all bids for public works as defined in the law. Proof of compliance with this law, when applicable, must be submitted prior to award of contract. The bidder and its named specialty trade sub-contractor(s) listed in Exhibit N (see below), shall provide proof of compliance prior to award of contract or bid will be rejected as non-compliant. Questions regarding this law may be directed to the New Jersey Department of Labor and Workforce Development, Contractor Registration Unit at 609-292-9464. **The CCMUA strongly recommends that each bidder provide its public works contractor registration certificate (and certificates for each Exhibit N subcontractor) with submission of bids.**~~

## ~~25. **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**~~

~~Upon execution of the contract with the CCMUA, the successful bidder shall be required to complete and submit IRS Form W-9, Request for Taxpayer Identification Number and Certification to the CCMUA's Division of Accounts Payable, 1645 Ferry Avenue, 6th Floor, Camden, New Jersey 08104. This requirement shall only apply to the successful bidder. Failure by the successful bidder to meet this requirement shall result in the CCMUA withholding such funds as required by IRS regulations.~~

## ~~26. — **BIDS FOR CONSTRUCTION / DISCLOSURE OF SUBCONTRACTORS**~~

### ~~26.1 — **Definition of Construction Bid.**~~

~~“Construction” means construction, alteration, or repair of any public building when the entire cost of the work will exceed the bid threshold. In addition to construction bids, the CCMUA specifically requires that bidders identify all subcontractors in specialty trade categories for all bids where such specialty trades may be required (see below and Section 35).~~

### ~~26.2 — **Disclosure of Subcontractors.**~~

~~a. Bidders must list in **Exhibit N**, all subcontractors in the specialty trade categories of: Plumbing and Gas Fitting, and All Kindred Work; Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work; Electrical Work; and Structural Steel and Ornamental Iron Work, as required by N.J.S.A. 40A:11-16. **FAILURE TO LIST THESE REQUIRED SUBCONTRACTORS SHALL BE CAUSE FOR REJECTION OF BID.** Bidders with questions regarding this process should~~

~~consult their counsel.~~

~~b. Substitution of specialty trade subcontractors shall be permitted only in cases of impossibility, e.g., the death of the subcontractor or where the subcontractor goes out of business.~~

~~c. The bidder's proposal will be rejected if the specialty trade subcontractors listed do not comply with the requirements for the designated work tasks.~~

~~d. A general contractor that intends to utilize a specific specialty trade subcontractor to perform work in one or more of the above referenced specialty trade categories set forth in N.J.S.A. 40A:11-16 (See **Exhibit N**), shall provide the required information about that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.~~

~~A general contractor that intends to perform work in one or more of the above referenced specialty trade categories set forth in N.J.S.A. 40A:11-16 (See **Exhibit N**) through the use of its own employees or the general contractor itself rather than through utilization of a specialty trade subcontractor shall write the word "In House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor itself in the appropriate spaces for each specialty trade category applicable to the contract.~~

~~If the contract does not involve any of the above referenced specialty trade categories set forth in N.J.S.A. 40A:11-16, the contractor shall insert the word "None" in each appropriate space provided.~~

~~e. If the bidder proposes to perform **plumbing, gas fitting and all kindred work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq.~~

~~f. If the bidder proposes to perform **electrical work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:5A-1 et seq. and N.J.A.C. 13:31-1.1 et seq.~~

## **27. RESERVED**

## **28. NO DAMAGES FOR DELAY**

Extension of the contract time shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution or completion of the work; (2) hindrance or obstruction in the performance of the work; (3) loss of productivity; or (4) other similar claims whether or not such delays are foreseeable, unless such delay is due to the CCMUA's negligence, bad faith, active interference, tortious conduct or other reasons unanticipated by the parties that delay the contractor's performance, in accordance with the provisions of N.J.S.A. 40A:11-16.7. The aforementioned shall apply to any contract awarded as the result of this bid including but not limited to contracts for construction, goods, or services.

## **29. ALTERNATIVE DISPUTE RESOLUTION**

~~For construction contracts, as defined in N.J.S.A. 40A:11-50, disputes arising under the contract shall be submitted to mediation or non-binding arbitration pursuant to industry standards prior to being submitted to a court for adjudication.~~

### **30. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The successful bidder shall comply with the mandatory language of the Americans with Disabilities Act as set forth in **Exhibit P** attached hereto.

### **31. COMPLIANCE WITH CONTRACTOR BUSINESS REGISTRATION PROGRAM**

Pursuant to N.J.S.A. 52:32-44, CCMUA is prohibited from entering in 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 Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The contractor shall not enter in 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 Contracting Agency 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 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 in 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 [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency 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.

**The CCMUA strongly recommends that each bidder provides its BRC (and BRC's for each subcontractor) with submission of bids.**

**EXAMPLES OF BUSINESS REGISTRATION CERTIFICATES**

**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#: **970-097-382/500**      SEQUENCE NUMBER: **0107330**


ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**      ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

*John S. Tully*  
Act. 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

**32. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The bidder shall complete, sign, and return with bid **Exhibit Q** attached hereto. Form must be completed and returned with bid regardless of whether addenda were issued by the CCMUA.

~~**33. UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT FORM**~~

~~Pursuant to N.J.S.A. 40A:11-23.1(c) if uniformed law enforcement officers are required for the project, **Exhibit R** will be completed by the CCMUA and indicate a good faith estimate of the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements as determined by the CCMUA with input from any other public entity affected by the project. These estimated amounts~~

~~reflect those costs above and beyond the bidder's traffic control costs.~~

#### **34. APPROVAL AND CERTIFICATION OF BILLING**

Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the CMUA Board of Commissioners. Pursuant to N.J.S.A. 40A:11-19.1, unless otherwise provided for in the contract, the required payment date shall be 60 calendar days from the receipt of a properly executed invoice, or 60 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered. Interest on amounts due shall be paid for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest shall be paid at the rate specified by the State Treasurer for State late payments.

#### **35. PROPRIETARY GOODS**

**CCMUA to Check if applicable**

If checked off above, the goods set forth in the technical specifications have been certified as proprietary goods in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. No substitutions or equivalents will be accepted. Please see the technical specifications attached hereto.

#### ~~**36. CONTRACTS WHERE ASPHALT WORK IS INCLUDED IN SPECIFICATIONS**~~

~~N.J.S.A. 40A:11-13(g) requires the inclusion of a pay item for an asphalt price adjustment for any bid specification that includes the purchase or use of hot mix asphalt; provides for application of a fuel price adjustment where a pay item is eligible (see NJDOT Section 160.03.01, where applicable); for contracts issued for more than 1,000 tons, requires the price adjustment pay item be applied to each ton of hot mix asphalt purchased and used, not just the tonnage exceeding the 1,000 ton threshold; clarifies that the term "hot mix asphalt" includes equivalent asphalt cement based products (e.g. warm mix asphalt); prohibits disaggregation of quantities to avoid compliance with the law.~~

~~**37.** Pursuant to N.J.S.A. 40A:11-16.6, all construction contracts issued by the CCMUA when the total price of the originally awarded contract equals or exceed \$5,000,000.00, shall allow for value engineering construction change orders to be approved after the award of the contract.~~

#### ~~**38. PERMISSION FOR BIDDER TO WITHDRAW A PUBLIC WORKS BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES**~~

~~N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a **public works bid** due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**~~

~~A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing, by certified or registered mail** to the CCMUA Purchasing Agent, 1645 Ferry Avenue, Camden, New Jersey, 08104. Written requests must be provided within five business days after the receipt and opening of the bids. The bid withdrawal~~

~~shall be effective as of the postmark of the certified or registered mailing.~~

~~A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.~~

~~The CCMUA will not consider any written request for a bid withdrawal for a mistake as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.~~

~~If a bidder is granted a bid withdrawal, the bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2~~

**39. N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS**

(a) Relevant records of private vendors or other persons entering contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) The contract partner shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

**40. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS: N.J.S.A. 10:2-1 et seq.**

If awarded a contract, the contractor agrees to abide by the New Jersey anti-discrimination provisions contained in N.J.S.A. 10:2-1 et seq. See Exhibit U.

**41. ~~CHANGED CONDITIONS~~**

~~Please see Exhibit V: N.J.S.A. 40A:11-16.7, Changed conditions contract provisions; inclusion in certain construction contracts.~~

**END OF INSTRUCTIONS TO BIDDERS / EXHIBITS BEGIN ON NEXT PAGE**

**EXHIBIT A**  
**BID BOND**

A. We, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), lawful money of the United States 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. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_,

a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work)

\_\_\_\_\_.

C. **NOW THEREFORE:**

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in 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.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_  
(L.S.) PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

BY \_\_\_\_\_

**NOTE:** Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

**EXHIBIT B**

**CONSENT OF SURETY**

BOND NO. \_\_\_\_\_  
(INSERT YOUR BOND NO. HERE)

The \_\_\_\_\_, a Corporation organized and  
(NAME OF YOUR INSURANCE COMPANY)

existing under the laws of the State of \_\_\_\_\_,

and licensed to do business in the State of New Jersey, hereby consents and agrees that if

the contract for: \_\_\_\_\_ (INSERT BID NO.)

\_\_\_\_\_ AND ITEMS WHICH YOU ARE BIDDING);

be awarded to \_\_\_\_\_  
(NAME OF YOUR COMPANY)

the undersigned Corporation agrees with the said Camden County MUA, Courthouse, 1645 Ferry Avenue, Camden, New Jersey 08104 to execute the final bond as required by the specifications and to become the surety in the full amount of the price bid for the faithful performance of the contract.

In Witness, Whereof, the undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The \_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

By \_\_\_\_\_  
(ATTORNEY IN FACT)

Countersigned by:

**NOTE:** ~~Consent of Surety must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.~~

**EXHIBIT C**

**FORM OF PERFORMANCE BOND**  
(to be executed by the successful bidder)

We, the Undersigned

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

\_\_\_\_\_  
a Corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business in the State of New Jersey as surety are held and firmly bound  
unto \_\_\_\_\_ hereinafter called the Owner as hereinafter set forth, in the full  
and just several sums of

(a) \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for faithful performance of the  
contract as hereinafter designated in Paragraph "A" and

(b) \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of labor and material  
as hereinafter designated in Paragraph "B" and

(c) \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
for maintenance as hereinafter designated in Paragraph "C"; lawful money of the United States of  
America; to be paid to the Owner, or its Assigns, to which payment well and truly to be made and done,  
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly  
by these presents.

Sealed with our respective seals and dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_

WHEREAS, the above bonded Principal has entered into a contract with  
the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20  
for \_\_\_\_\_

\_\_\_\_\_  
upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the Owner pursuant to which said  
contract is about to be entered into, that these presents be executed.

**(Form of Performance Bond – continued)**

**~~NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH:~~**

~~A.—— That if the Principal shall faithfully perform the contract on its part to be performed according to the terms of said contract, or any changes or modifications therein made as therein provided; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of the said party of the second part to said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work or through any act or omission on the part of the said party of the second part or its agents, servants or employees, and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; then this part of this obligation designated as part "A" 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.~~

~~B.—— That if the said Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or items, 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 subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract, then this part of this obligation designated part "B", shall be void, otherwise the same shall remain in full force and effect.~~

~~C.—— That if the said Principal shall well and truly keep and perform all the obligations, agreements, terms, and conditions of such contract, on the Principal's part to be kept and performed and said Principal shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one year from the date of the completion and final acceptance by the party of the first part and mentioned in the contract, and said Principal shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished, then this part of this obligation designated part "C", shall be void; otherwise the same shall remain in full force and effect.~~

~~It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or the reduction of the retained percentages as permitted by the Contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any alterations, extension or forbearance being hereby waived.~~

**(Form of Performance Bond – continued)**

It is further agreed that in case of default in, and/or any action arising out of rights and liabilities secured by this obligation or any part hereto or any person claiming by or through it, either may use for the purpose of establishing its, or their claim, a copy of this obligation certified by the Owner, and the action, or actions, if any, arising on the within bond, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action herein and based upon any other part of this obligation.

IN WITNESS, WHEREOF, the said Principal and Surety have duly executed this bond under their seals the day and year above written.

If Principal is an individual:

Witness:

\_\_\_\_\_

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

\_\_\_\_\_  
Surety

\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Attorney in fact  
(Corporate Seal)

If Principal is a partnership:

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Principal

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

\_\_\_\_\_

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_ Attorney in-  
fact (Corporate Seal)

**(Form of Performance Bond – continued)**

If Principal is a corporation:

Attest: \_\_\_\_\_ Principal

\_\_\_\_\_  
Secretary \_\_\_\_\_ By \_\_\_\_\_  
President

Corporate  
Seal: Attest:

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
Attorney in fact  
(Corporate Seal)

Approved as to Form \_\_\_\_\_, 20\_\_\_\_

Camden County MUA Counsel \_\_\_\_\_

**EXHIBIT D**

**SAMPLE FORM OF TERMS OF LETTER OF CREDIT**

1. ~~**AMOUNT:** The amount of this letter of credit shall be for the sum of \_\_\_\_\_.~~  
(Amount of Contract)

2. ~~**TERM:** The term of this letter of credit shall be in effect and irrevocable for a period commencing on the date of execution of the agreement between the Camden County MUA and \_\_\_\_\_.~~

(Name of Contractor)

and terminating one (1) year after the date of completion and final acceptance by the CCMUA of the work performed pursuant to CCMUA Bid No.:

\_\_\_\_\_

(Bid No. and description of services/material to be provided)

3. ~~**CAUSES FOR PROCEEDING AGAINST LETTER OF CREDIT:** The CCMUA shall have the absolute right to proceed against this letter of credit if:~~

~~(a) Contractor shall fail to faithfully perform according to the terms of the contract and Camden County MUA Bid No. \_\_\_\_\_, or any changes or modifications therein made as therein provided; or Contractor shall fail to indemnify and save harmless the CCMUA, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the CCMUA, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of Contractor, or through any improper or defective machinery, implements or appliances used by contractor in the aforesaid work or through any act or omission on the part of Contractor, its agents, servants or employees; or contractor shall fail to further indemnify and save harmless the CCMUA, its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractors, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to said contract, or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; or \_\_\_\_\_~~

\_\_\_\_\_ (Name of Bank)

~~agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the CCMUA whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract; or~~

~~(b) — Contractor shall fail to pay all lawful sums of subcontractors, materialman, laborers, persons, firms or corporations 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; or~~

~~(c) — Contractor shall fail to well and truly keep and perform all the obligations, agreements, terms and conditions of such contract, on its part to be kept and performed and Contractor shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one (1) year from the date of the completion and final acceptance by the CCMUA, and Contractor shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished.~~

~~It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the CCMUA of any extension of time for the performance of the contract shall not in any way release Contractor, its heirs, executors, administrators, successors or assigns, from its liability hereunder.~~

**NOTE: ~~Letter of Credit must be signed by an authorized agent or representative of a bank or similar financial institution and not by the individual or company submitting the bid.~~**

**EXHIBIT E**  
**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 Competitive Contracting RFP submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

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

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

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

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

**Part II**

- The list below contains the names and addresses of all individual 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. **(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. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

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 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 (for Individuals) Business Address (for Corporate Entity)

**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 **Camden County MUA** 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 **CCMUA** to notify **CCMUA** 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 **CCMUA** permitting **CCMUA** to declare any contract(s) resulting from this certification void and unenforceable.

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

**EXHIBIT F**

**NON-COLLUSION AFFIDAVIT**

STATE OF                    )  
COUNTY OF                )

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of, \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being dully sworn according to law on my oath depose and say that: I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor)

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_ \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Also type or print name of bidder  
under signature)

## **EXHIBIT G**

### **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 CCMUA 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## EXHIBIT H

### **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**

### **CONSTRUCTION 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, up grading, 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

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

~~When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:~~

~~(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter.~~

~~If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.~~

~~(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:~~

~~(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;~~

~~(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;~~

~~(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;~~

~~(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;~~

~~(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;~~

~~(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:~~

~~(i) The contractor or subcontractor shall interview the referred minority or women worker.~~

~~(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction~~

trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The

contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted CCMUA employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for

~~distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.~~

~~The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.~~

~~(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.~~

**EXHIBIT I**

**QUESTIONNAIRE ON SUPPLY/SERVICE CONTRACTS**

Please complete this questionnaire and submit it with your bid. Any necessary forms will be sent to you by the CCMUA upon award.

1. Our Company has a Federal Affirmative Action Plan Approval.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey Certificate of Employee Information Report.

NONE OF THE ABOVE \_\_\_\_\_

2. We have neither State nor Federal Affirmative Action evidence. Please send us Form AA-302 (Affirmative Action Employee Information Report application). (Check if applicable\_).

I certify that the above information is correct to the best of my knowledge.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AN EQUAL OPPORTUNITY EMPLOYER**

**EXHIBIT J**

**AFFIRMATIVE ACTION PLAN MBE/WBE TRACKING FORM**

**Definitions:**

A **Minority Business Enterprise (MBE)** is defined in the Camden County MUA Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the CCMUA Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business (WBE)** is defined in the Camden County MUA Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

\_\_\_\_\_ **Minority Business Enterprise (MBE)**

\_\_\_\_\_ **Women Business Enterprise (WBE)**

\_\_\_\_\_ **Neither**

In addition, Contractor shall document its efforts to ensure that small businesses, minority businesses, women's business enterprises, veteran owned business and labor surplus area firms are considered for this Contract pursuant to 2 CFR 200.321. For federally funded contracts, consideration means that the Contractor shall apply the following to its subcontracts:

- (1) including these business types on solicitation lists for subcontractors;
- (2) soliciting these business types whenever they are deemed eligible as potential sources;
- (3) dividing procurement transactions into separate procurement to permit maximum participation by these business types;
- (4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Through on-site visits, periodic reviews, and information submitted by the Contractor, the CCMUA, by and through its architect and/or project manager will evaluate the Contractor's good faith efforts to comply with 2 CFR 200.321 and EEO/AA law and regulations.

**EXHIBIT K  
CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)
  Limited Liability Company (LLC)
  Partnership  
 Limited Partnership
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
I hereby certify that the <del>individual or organization listed above in Part I</del> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Camden County MUA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the CCMUA to notify the CCMUA 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 CCMUA, permitting the CCMUA to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	
<b>OR</b>	

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
<b>Section B (Skip if no Business entity is listed in Section A above)</b>			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>			
<b>Physical Address</b>			
<b>OR</b>			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
<b>Section C – Part III Certification</b>			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of the CCMUA. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the CCMUA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the CCMUA to notify the CCMUA 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 CCMUA, permitting the CCMUA to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity**

**Physical Address**

**\*\*Add additional sheets if necessary\*\***

**OR**



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**



Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

**Name of Business Entity Controlled by Entity Listed in Section A of Part IV**

**Physical Address**

**\*\*Add additional Sheets if necessary\*\***

**OR**



No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above named organization; that the Camden County MUA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the CCMUA to notify the CCMUA 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 CCMUA, permitting the CCMUA to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

EXHIBIT L

~~EXTENSION OF PRICES TO REGISTERED SYSTEM MEMBERS (OTHER AGENCIES)~~

The undersigned is further:  
~~(ONE BOX ONLY MUST BE CHECKED)~~

WILLING to provide the item(s) herein bid upon to registered system members of the ~~Camden County Cooperative Pricing System, System Identifier No. 57-CCCPS~~, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the Master Contract to be awarded by the County of Camden, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

NOT WILLING to extend prices to registered system members of the ~~Camden County Cooperative Pricing System, System Identifier No. 57-CCCPS~~, who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of Camden County as the Lead Agency.

**EXHIBIT M**

**DISCLOSURE OF SUBCONTRACTORS AND SITES  
AND CERTIFICATION OF COMPLIANCE**

**(FOR BIDS FOR TEXTILES AND/OR ITEMS OF APPAREL ONLY)**

**1. DISCLOSURE OF SUBCONTRACTORS AND SITES – SEE PARAGRAPH 23.1**

- ~~1. List the name and address of each subcontractor to be used in the provision of the goods or services which are the subject of this bid. If extra space is required, please attach additional pages as needed.~~

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- ~~2. List the name and address of all locations, including subcontractor locations, substantially involved in the production of the goods or services which are the subject of this bid. If extra space is required, please attach additional pages as needed.~~

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**2. CERTIFICATION OF COMPLIANCE – SEE PARAGRAPH 23.2**

I hereby certify that each of the above referenced locations, including subcontractor locations, substantially involved in producing or distributing the goods or services which are the subject of this bid, meet the standards set forth in Paragraph 23.2 of these specifications.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Type Name & Title)  
\_\_\_\_\_  
(Date)

**EXHIBIT N**

**~~BIDS FOR CONSTRUCTION  
DISCLOSURE OF SUBCONTRACTORS~~**

~~Please list the subcontractors for the specialty trade categories listed below. If you intend to perform the work through your own employees or by yourself rather than through utilization of a subcontractor, write the word "In House" next to each applicable category and insert the name, and license number where required, of each person in the appropriate spaces. If the contract does not involve a specialty trade listed below, write the word "None" in the appropriate space. For further instructions, see Paragraph 26 herein. **DO NOT LEAVE ANY SECTION BLANK.**~~

**~~1. Plumbing and Gas Fitting and All Kindred Work:~~**

~~Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
License Number: \_\_\_\_\_~~

**~~2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work:~~**

~~Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
License Number: Not Applicable~~

**~~3. Electrical Work:~~**

~~Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
License Number: \_\_\_\_\_~~

**~~4. Structural Steel and Ornamental Iron Work:~~**

~~Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
License Number: Not Applicable~~

**EXHIBIT O**  
**RESERVED**

**EXHIBIT P**  
**AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The Contractor and the CCMUA do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the CCMUA 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 CCMUA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the CCMUA, 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 CCMUA's grievance procedure, the Contractor agrees to abide by any decision of the CCMUA, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the CCMUA or if the CCMUA 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 CCMUA 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 CCMUA or any of its agents, servants, and employees, the CCMUA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the CCMUA or its representatives.

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

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

**EXHIBIT Q**

**CAMDEN COUNTY MUA**  
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**BIDDER REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS OF WHETHER ADDENDA WAS ISSUED.**

**FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH CANNOT BE CURED AND BID WILL BE REJECTED.**

**A.** Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OR:**

**B.** Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the

County: \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

**Bidder is required to complete, sign, and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected. See: N.J.S.A. 40A:11-23.2**

By: \_\_\_\_\_  
(Print or Type Name of Authorized Individual)

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

Title: \_\_\_\_\_

**EXHIBIT R**

**CAMDEN COUNTY MUA  
UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT**

Pursuant to N.J.S.A. 40A:11-23.1(c), the CCMUA has determined the following:

~~( ) Uniformed law enforcement officers **are not required** for the project.~~

~~( ) Uniformed law enforcement officers **are required** for the project.~~

Reasonable estimate of costs for the following:

traffic control personnel	\$ _____
vehicles	\$ _____
equipment	\$ _____
administrative	\$ _____
other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total costs	\$ _____

The above costs associated with additional traffic control required by the CCMUA have been reasonably estimated in cooperation and consultation with the following municipalities affected by the project.

Name of Municipality	Contact Person

# EXHIBIT S

## Disclosure of Investment Activities in Iran

<b>Person or Entity:</b>	
--------------------------	--

### Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department'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. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

---

### Part 3: Certification

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 Contracting Unit 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 Contracting Unit to notify the Contracting Unit 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT T

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor ") that seeks to enter into or renew a contract with the CCMUA for the provision of goods or services, or the purchase of bonds or other obligations, or be designated as a redeveloper, 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 CCMUA 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:

**(Circle** the Appropriate Letter)

- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. OR
- B. That I am unable to certify as to "A" above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. OR
- C. That I am unable to certify as to "A" above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license, or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Attach Additional Sheets If Necessary.

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Vendor's Authorized Representative

\_\_\_\_\_  
Email

\_\_\_\_\_  
Vendor's Name, Address (City/State/Zip Code) & Phone Number)

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).

## EXHIBIT U

### NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 et seq.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

## Exhibit V

### ~~40A:11-16.7. Changed conditions contract provisions; inclusion in certain construction contracts~~

~~a. A contract subject to this section shall include the following differing site conditions provisions:~~

- ~~(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.~~
- ~~(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.~~
- ~~(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.~~
- ~~(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.~~
- ~~(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.~~
- ~~(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site condition claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.~~
- ~~(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.~~
- ~~(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.~~

~~b. A contract subject to this section shall include the following suspension of work provisions:~~

- ~~(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.~~
- ~~(2) If the performance of all or any portion of the work of the contract is suspended by the~~

~~contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.~~

- ~~(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.~~
- ~~(4)(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.~~
- ~~(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.~~
- ~~(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.~~

**~~e. A contract subject to this section shall include the following change in character of work provisions:~~**

- ~~(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.~~
- ~~(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.~~
- ~~(3)(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.~~
- ~~(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.~~

~~(4) As used in this subsection, “material change” means a character change which increases or decreases the contractor’s cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.~~

**d. A contract subject to this section shall include the following change in quantity provisions:**

~~(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.~~

~~(2)(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.~~

~~(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.~~

~~(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.~~

~~(4)(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.~~

~~(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.~~

~~(5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”~~

**SPECIFICATION #26-14**  
**SUPPLY AND DELIVERY OF AIR-INJECTION WET-WELL CLEANING AND**  
**ODOR-CONTROL SYSTEM**

**1.0 GENERAL**

- 1.1 This specification contains requirements pertaining to the supply and delivery of Reliant Water Technology Wet Well Wizard air-injection wet-well cleaning and odor-control systems for use by the Camden County Municipal Utilities Authority (CCMUA) at the Camden County Wastewater Resource Recovery Facility (WRRF), 200 Jackson Street, Camden, NJ 08104 and associated pump stations.
- 1.2 The bidder shall submit a binding proposal on the forms accompanying these specifications, in the manner indicated in the Notice to Bidders and these specifications
- 1.3 The complete units ready for use shall be delivered Free On Board Destination (F.O.B.) to the CCMUA WRRF, 200 Jackson Street, Camden, N.J. 08104.
- 1.4 The systems shall be delivered with all specified components included. Complete manuals shall be supplied at the time of delivery.
- 1.5 These specifications are meant to be complete and informative. They are not assumed to be all inclusive. All items required to make a complete, finished, working unit must be included whether specified or not. If a bidder has questions about the specifications, the questions should be addressed in writing to the CCMUA in advance of the bid opening. Responses in writing will be made available to all bidders.
- 1.6 The specified manufacturer and model, Reliant Water Technologies Wet Well Wizard, and the terminology used herein may include reference to this manufacturer's proprietary products. Such reference shall be construed only as establishing the quality of materials and workmanship to be used under this section and shall not in any way be construed as limiting competition. Any exception or deviation from the specifications and/or the features of the specified model, Reliant Water Technologies Wet Well Wizard or from the CCMUA specification must be clearly identified and spelled out in writing on a separate sheet to be provided by the bidder and submitted with the bid form. Inclusion of the manufacturer's literature, cut sheet, etc may be used to further explain the exception or deviation but a written description of the exception or deviation must always be supplied at the time of the bid. Failure to include a written list of exceptions or deviations from the specifications and /or the features will be a basis for finding the bidder to be non-responsive.
- 1.7 The Contractor shall furnish a standard warranty that insures the parts supplied shall be free of defects in material and workmanship for a period of one (1) year after final acceptance of them by the CCMUA. The warranty furnished shall include all parts and labor utilized if repair or replacement is required.

- 1.8 Systems shall be furnished in accordance with the specified descriptions, dimensions and estimated quantities as shown on the Bid Form.
- 1.9 Systems supplied shall be compatible and fully interchange with existing wet well wizard units already installed without piping modification or adapters being required.
- 1.10 More than one Bid from an individual, a Firm or Partnership, a Corporation or Association under the same names shall not be considered.

## **2.0 DESIGN**

- 2.1 The wet well cleaning system shall use compressed air introduced through submerged nozzles or diffusers to create vertical circulation within the wet well. The system shall be capable of suspending solids and grease while providing oxygen to reduce H<sub>2</sub>S generation. No mechanical or rotating equipment shall be located within the wet well.
- 2.2 Blower Type is a Positive displacement or regenerative blower designed for continuous duty.
- 2.3 The blower is sized to deliver sufficient air to induce complete circulation of the wet well volume at least once every five (5) minutes.

## **3.0 CONSTRUCTION**

- 3.1 The Blower housing shall be cast aluminum or epoxy-coated steel with permanently lubricated bearings. Blower motor shall meet TEFC, NEMA premium-efficiency, with noise levels at ≤85 dBA at 3 ft.
- 3.2 Piping shall be Schedule 80 PVC, stainless steel, or FRP rated for the system's pressure and wastewater environment.
- 3.3 Diffusers/Nozzles shall be non-clogging design, corrosion-resistant material (PVC, HDPE, or stainless steel).
- 3.4 The control panel shall be NEMA 4X FRP enclosure with the following minimum features: Hand-Off-Auto (HOA) selector switch, Motor starter with overload protection, Power and fault indicator lights, and Elapsed time meter with adjustable timer or PLC for intermittent operation.
- 3.5 The mounting shall allow installation through existing wet well openings without dewatering.
- 3.6 All wetted materials shall be corrosion-resistant and suitable for raw sewage exposure. Using the following standards as reference: ASTM D1785 – PVC Plastic Pipe, Schedules 40 and 80, ASTM D4097 – FRP Tank and Vessel Fabrication, NEMA 250 – Enclosures for Electrical Equipment, NFPA 820 – Fire Protection in Wastewater Treatment and Collection Facilities, OSHA 29 CFR 1910 – Electrical and Confined Space Safety.

#### **4.0 MANUFACTURER**

- 4.1 The units shall be Wet Well Wizards as manufactured by Reliant Water Technologies, New Orleans, LA., USA. or equivalent.
- 4.2 The vendor shall have design, manufacturing, and application experience to ensure dependability and superior performance.
- 4.3 The vendor shall have knowledgeable technical assistance and support to work closely with the CCMUA to select the right systems to ensure that it meets the system requirements.
- 4.4 The systems shall be designed in accordance with industry standards and are precision manufactured from the highest-grade materials. Every system shall be tested to ensure it meets high standards and the latest industry requirements.

#### **5.0 CONTRACT**

- 5.1 Any contract awarded shall be made to the lowest responsive and responsible bidder based on the total Bid Price for all of the parts shown on the Bid Form.
- 5.2 The duration of this contract shall be for a one (1) or two (2) year period commencing upon final execution of the Agreement by the Chairman of the Board, Executive Director or the Executive Director's designee.
- 5.3 As permitted in N.J.S.A. 40A:11-15, this contract also contains two (2) one (1) year renewal options. The option must be agreed upon by both parties and will be subject to the same terms and conditions as the original contract.
- 5.4 The CCMUA does not guarantee the purchase of any minimum quantity of pumps or pump parts under this contract.

#### **6.0 PAYMENT**

- 6.1 Contractor shall provide a detailed Invoice showing all goods and services provided with each request for payment.

#### **7.0 BID PRICES**

- 7.1 Unit bid price for each item listed shall be provided for supply of wet well cleaning systems or equivalent as specified and as shown on the Bid Form.
- 7.2 The bidder shall provide prices for both the first and second year of the proposed contract.
- 7.3 The Contractor will hold bid prices firm for the two (2) year length of the contract.

- 7.4 An allowance line item has been included on the bid form and is to be included in the total bid price by all bidders. The allowance is intended to provide a method of payment for any parts or materials required by the CCMUA that were not specifically included elsewhere on the bid forms. This allowance shall only be utilized with the prior approval of the CCMUA. Any items billed under this allowance shall be invoiced at the vendors cost as documented by a copy of the invoice billed to the vendor or other comparable documentation of the vendor's cost accompanying the vendor's invoice to the CCMUA plus a maximum of 10% markup, and shipping FOB to the CCMUA for the item.
- 7.5 Units shall be ordered on an as-needed basis by the CCMUA's Purchasing Department. The Contractor shall supply the parts ordered within forty-five (45) days from date of each individual order for the specific parts being requested or provide proof of delivery wait time that exceeds this time frame. This shall include proof of order date.

**BID FORM**

**TO: THE CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY  
C/O CCMUA PURCHASING DEPARTMENT  
1645 FERRY AVENUE  
CAMDEN, N.J. 08104**

Pursuant to and in compliance with the General Information, Specifications, and Notice to Bidders for bids to be received on the day and time as specified in the public notice, the undersigned offers in accordance with Specification #26-14

**A. AIR-INJECTIONWET-WELL CLEANING AND ODOR-CONTROL SYSTEM - YEAR ONE**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>1</b>	<b>1.5 Horsepower Regenerative Blower-115/208-230 V, 60 HZ Single Phase, Including</b> <ul style="list-style-type: none"> <li>• stainless steel air filtration system</li> <li>• pressure relief valve</li> <li>• 2-port air hose connection manifold</li> <li>• inches of water air pressure gauge</li> <li>• single phase push button magnetic motor starter</li> <li>• automatic restart switch</li> <li>• installation instruction manual</li> </ul>	<b>6</b>		
<b>2</b>	<b>3.0 Horsepower Regenerative Blower-208-230/460V, 60 HZ 3 Phase, Including</b> <ul style="list-style-type: none"> <li>• stainless steel air filtration system</li> <li>• pressure relief valve</li> <li>• 3-port air hose connection manifold</li> <li>• inches of water air pressure gauge</li> <li>• 3-phase push button magnetic motor starter</li> <li>• automatic restart switch</li> <li>• installation instruction manual</li> </ul>	<b>10</b>		
<b>3</b>	<b>Aerators</b> with 35' of 1" nylon reinforced EPDM air hose, stainless steel Camlock fittings and stainless steel single eye support grip	<b>30</b>		
<b>4</b>	35' of 1" nylon reinforced EPDM air hose, stainless steel Camlock fittings and stainless steel single eye support grip	<b>10</b>		
<b>5</b>	Aerators with male camlock fitting	<b>10</b>		
	<b>ALLOWANCE</b>		<b>\$40,000.00</b>	<b>\$40,000.00</b>

**TOTAL YEAR ONE \$** \_\_\_\_\_

IN FIGURES

**TOTAL YEAR ONE** \_\_\_\_\_

IN WORDS

**B. AIR-INJECTION WET-WELL CLEANING AND ODOR-CONTROL SYSTEM - YEAR TWO**

ITEM #	DESCRIPTION	QUANTITY	PRICE	TOTAL
1	<b>1.5 Horsepower Regenerative Blower-115/208-230 V, 60 HZ Single Phase, Including</b> <ul style="list-style-type: none"> <li>• stainless steel air filtration system</li> <li>• pressure relief valve</li> <li>• 2-port air hose connection manifold</li> <li>• inches of water air pressure gauge</li> <li>• single phase push button magnetic motor starter</li> <li>• automatic restart switch</li> <li>• installation instruction manual</li> </ul>	6		
2	<b>3.0 Horsepower Regenerative Blower-208-230/460V, 60 HZ 3 Phase, Including</b> <ul style="list-style-type: none"> <li>• stainless steel air filtration system</li> <li>• pressure relief valve</li> <li>• 3-port air hose connection manifold</li> <li>• inches of water air pressure gauge</li> <li>• 3-phase push button magnetic motor starter</li> <li>• automatic restart switch</li> <li>• installation instruction manual</li> </ul>	10		
3	<b>Aerators</b> with 35' of 1" nylon reinforced EPDM air hose, stainless steel Camlock fittings and stainless steel single eye support grip	30		
4	35' of 1" nylon reinforced EPDM air hose, stainless steel Camlock fittings and stainless steel single eye support grip	10		
5	Aerators with male camlock fitting	10		
	<b>ALLOWANCE</b>		<b>\$40,000.00</b>	<b>\$40,000.00</b>

TOTAL YEAR TWO \$ \_\_\_\_\_

IN FIGURES

TOTAL YEAR TWO \_\_\_\_\_

IN WORDS

TOTAL YEAR ONE AND YEAR TWO \$ \_\_\_\_\_

IN FIGURES

TOTAL YEAR ONE AND YEAR TWO \_\_\_\_\_

IN WORDS

I hereby certify that I have read and fully understand the specification provided by the CCMUA's Purchasing Agent and further certify that the bid hereon is with full compliance of said specifications.

NAME OF COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FAX NO: \_\_\_\_\_

DATED: \_\_\_\_\_

THIS BID FORM CONSISTS OF \_\_\_\_\_ PAGES

**INVITATION TO**

**BID #26-14**

**SUPPLY AND DELIVERY OF AIR INJECTION WET WELL CLEANING  
AND ODOR CONTROL SYSTEM  
FOR THE  
CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY**

Notice is hereby given that sealed bids will be received by the Camden County Municipal Utility Authority, County of Camden, State of New Jersey on **July 7, 2026**, at **11:00 AM** prevailing time at 1645 Ferry Avenue, Camden, NJ 08104 at which time and place bids will be opened and read in public.

Proposers can register to download all documents from the Camden County website: <http://www.camdencounty.com/service/purchasing-and-procurements/>. Bids must be made on the proposal forms included with the bid specification and be enclosed in a sealed package. Package is to bear the name and address of the Bidder, Bid Name, Number, Opening Date and Time on the outside, addressed to Attention Purchasing Department, Camden County Municipal Utility Authority, 1645 Ferry Avenue, Camden, NJ 08104.

Bidders are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31 et seq.)

Bidders are required to comply with the requirements of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 to 57), where applicable.

Maria Ortiz, RPPS  
Purchasing Assistant  
Camden County M.U.A.  
June 18, 2026