

NOTICE TO THE BIDDERS

NOTICE IS HEREBY GIVEN, that the Monroe Municipal Utilities Authority will receive and open bids at the Authority Business Office on Tuesday, March 31, 2026, at 10:00 A.M. at 372 South Main Street, Williamstown, New Jersey 08094, for the following:

Well #7 Carbon Vessel Fill (B)

Norit GAC 300 or AquaCarb 830 Granular Activated Carbon Bituminous Coal or Pre-approved Equal

All bids must be submitted to the Authority Business Office no later than the time advertised. Each bid must be enclosed in a sealed envelope and the provisions as set forth in the "Advertisement for Sealed Bids" be followed.

"BIDDERS ARE REQUIRED TO COMPLY WITH REQUIREMENTS OF N.J.S.A. 10:5-31 AND N.J.A.C. 17:27 ET SEQ. (AFFIRMATIVE ACTION)

The bidder is also further notified that he must comply with P.L. 2004 C. 57 and submit proof of a New Jersey Business Registration Certificate and submit proof of any name subcontractors in accordance with the act.

The Authority reserves the right to reject any or all bids if deemed to be in the best interest of the Authority to do so. The Monroe Municipal Utilities Authority also reserves the right to hold all bids up to sixty (60) days before rejecting or awarding any bid.

Copy of specifications are available at the Authority Business Office, 372 South Main Street, Williamstown, New Jersey during regular business hours 7:30 A.M. to 3:30 P.M. The specifications can also be located on the Authority's website <https://monroemuaj.com>

Beth DiOrio
Purchasing Agent

MONROE MUA WELL 7
VESSEL B
CARBON VESSEL FILL

Item	Description	Quantity	UOM	Unit Price	Extended Price
1	Norit GAC 300 or AquaCarb 830	30,000	LBS.		
2	Slurry Tanker Service	1	Day (Event)		
3	Total				

- Carbon must be Norit GAC 300 or AquaCarb 830 Granular Activated Carbon bituminous coal or pre-approved equal
- Price must include all trained technicians, truck drivers and any other employees needed
- Supply of 30,000 lbs. Granular Activated Carbon Mesh Size 8x30
- Supply connections to/from slurry trailer and adsorber, connection of utility lines, and operation of system/trailer valves to facilitate transfer
- Removal of existing Carbon and install of new Carbon
- Inspection of vessel internals for damage/wear prior to loading of replacement Carbon
- Disconnection/storage of hoses and fittings
- Any additional costs must be added in writing and included in the total above

****Must be completed within sixty (60) days of Award****

BID PROPOSAL FORM

WELL #7 CARBON VESSEL FILL (B)

NORIT GAC 300 OR AQUACARB 830 GRANULAR ACTIVATED

CARBON BITUMINOUS COAL OR PRE-APPROVED EQUAL

The undersigned proposed to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in Words

\$

Amount in numbers

Company Name

Federal I.D. of Social Security

Address

Signature of Authorized Agent

Type of Print Name

Title: _____

Telephone Number

Date

Fax Number

E-Mail address

INSTRUCTION TO BIDDER AND STATUTORY REQUIREMENTS
SECTION 1: SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Monroe Municipal Utilities Authority, hereinafter referred to as "owner" in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the date March 31, 2026, time 10:00 a.m. at 372 South Main Street (location of bid opening) as state in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid is to be submitted in a sealed envelope: (1) addressed to owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded by the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual or representative, the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasure or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind; may be rejected by the owner. Any changes, white outs, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, email address if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and be signed in 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 in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A.2C:21-34, et seq. Governs false claims and representation to bidders. It is a serious crime for the bidders to knowingly submit a false claim and/or knowingly make material representation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- Bidder should consult the statutes or legal counsel for further information.

SECTION 2: BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X) shall be applicable to this bid and be made part of the bid documents:

A. BID GURANTEE

Bidders shall submit with this bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain the Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A.40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A:11-21.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontracts by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A.A:11-22.

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

D. LABOR AND MATERIAL (PAYMENT BOND)

Bidder shall with delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and supplies for the labor and material used in work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be the cause for declaring the contract null and void.

- **MAINTENANCE BOND**

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A.40A:11-16.3) in an amount no to exceed _____% of the project costs guaranteeing satisfactory condition of work or materials for a period of:

_____ 1 year

_____ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A.17:31-5.

SECTION 3: INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted based on the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to exam the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A.40A11-13. In the event the bidder fails to notify the owners of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidders submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

D. Discrepancies in bids:

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing and printing or printing and shall not be used.
2. If there is a discrepancy between the unit prices and the extendable totals, the unit prices shall prevail. In the even there is an error of the summation of the extended totals the computation by the owners of the extended totals shall govern.

SECTION 4: BRAND NAMES, STANDARD OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exception be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder, certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.
- F. The contractor shall guarantee any or all goods and service supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION 5: INSURANCE AND INDEMNIFICATION

A. CERTIFICATE OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Monroe Municipal Utilities Authority as an additional insured.

Self-insured contractors or vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Monroe Municipal Utilities Authority as an additional insured.

B. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all Claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants, or subcontractors in performance of the work under the contract.

SECTION 6: PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right to reserve to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C.5:30-11.2 and 11:10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert the price for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers, etc. All transaction charges shall be fully prepaid by the

contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

SECTION 7: STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

- A. Mandatory Affirmative Action Certification
- B. Compliance with the Americans Disabilities Act
- C. Stockholders Disclosure
- D. Proof of Business Registration Certificate
- E. Compliance with New Jersey Worker and Community Right to Know Act
- F. Compliance with Prevailing Wage Act
- G. Non-Collusion Affidavit
- H. Affidavit-State Treasures List of debarred suspended and disqualified bidders
- I. Disclosure of Contribution to Election Law Enforcement Commission
- J. Prohibited Activities in Russian and Belarus & investment Activities in Iran

SECTION 8: METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C.5:30-5.1 et. seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section 10, Termination of contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the low and base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form or contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

SECTION 9: CAUSES FOR REJECTING BIDS

Bids may be rejected any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2.
- B. If more than one bid is received from an individual, firm or partnership, corporation, or association under the same name.
- C. Multiple bids from an agent representing competing bidders.
- D. The bid is inappropriately unbalanced.
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4B, Prior Negative Experience.
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid or the next lowest responsible bidder N.J.S.A. 40A:11-24B.

SECTION 10: TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. The owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contract agrees to indemnify and hold the other harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the

lawful termination of the contract responsible for any excess cost.

- D. In the case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS ETC.**

It is understood by all parties that if during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation. Legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

SECTION 11: PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's Policy and Procedures.

MONROE MUNICIPAL UTILITIES AUTHORITY

PROPOSAL SECTION

Items contained within this section must be completed as marked and submitted in their entirety with the bid package. Should any submittals and/or forms not be complete, the Authority reserves the right to reject any and all bids.

FORMS:

PAGE #

1. Stockholders Disclosure Certification
2. Non-Collusion Affidavit
3. Bid Guarantee (with Power of Attorney for full amount of Bid Bond)
4. Consent of Surety
5. Affirmative Action Affidavit of Bidder
6. Prevailing Wage Act
7. American with Disabilities Act. Affidavit
8. Proof of Business Registration
9. State Treasurer List of Debarred, Suspended and Disqualified Bidder Affidavit
10. Certificates of Required Insurance
11. Prohibited Russia-Belarus Activities & Iran Investment Activities

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A.34:5A-1 et. seq.) and (N.J.A.C.8:59-2 et. seq.) Containers that the law and rules required to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) hazardous substance fact sheet- must be furnished.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) (name of affiant)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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 _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

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

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

EXHIBIT B

**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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 Division.

(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 Division and submitted promptly to the Division 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 county 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

**STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

§:

COUNTY OF _____

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

I am _____, an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that The _____ (Loan Applicant) shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn

before me this _____ day
of _____ 20_____

Notary Public of _____

My commission expires _____, 20__



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE:

VENDOR NAME:

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

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

OR

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

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

Horizontal lines for providing details on entity engaged in investment activities.

Duration of Engagement
Anticipated Cessation Date

Horizontal lines for providing duration and cessation date.

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby 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. 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	

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Monroe Municipal Utilities Authority
BID DOCUMENT CHECKLIST

**Required
by owner**

Submission Requirement

**Initial each
required entry
and if required
submit the item**

<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	