

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the Monroe Municipal Utilities Authority will receive and open bids at the Authority Business office on Friday, November 13, 2026, at 10:00 a.m. at 372 South Main Street, Williamstown, New Jersey 08094, for the following:

**Carbon Media Replacement
Well #5 (2 Vessel) Water Street
Well #8 (2 Vessel) 1335 North Black Horse Pike**

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 THE 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 business registration for 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 office hours 7:00 a.m. to 3:00 p.m. The specifications can also be located on the Authority's website to download

<https://www.monroemuaj.com/bid-openings/>

Beth DiOrio, Qualified Purchasing Agent
Monroe Municipal Utilities Authority

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 on November 13, 2026, 10:00 a.m. at 372 South Main Street (location of bid opening) as stated 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 principle or principles 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 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.

Monroe MUA Carbon

Well 5 Carbon Vessel Fill

Item	Description	Quantity	UOM	Unit Price	Extended Price
1	virgin carbon vessel A	20,000	LBS.		
2	virgin carbon vessel B	20,000	LBS		
3	Slurry Tanker Service	1	Day (Event)		
4	Total				

** Spent existing carbon must be tested to ensure proper handling prior to carbon exchange*

**New Carbon must be AquaCarb 830 Bituminous Coal, Norit GAC 300 or pre-approved equal*

**Price must include all trained technicians, truck drivers and any other employees needed*

**Supply of carbon and removal of existing carbon to be included for each vessel*

**Supply connections to/from slurry trailer and adsorber, connection of utility lines, and operation of system/trailer valves to facilitate transfer*

**Inspection of vessel internals for damage/wear prior to loading of replacement carbon*

**Disconnection/storage of hoses and fittings*

**No spent carbon shall be stored on Authority property and must be hauled away upon removal*

**There shall be no minimum requirement of carbon to be purchased per year. The Monroe MUA will only purchase carbon on an as needed basis.*

Monroe MUA Carbon

8 Carbon Vessel Fill

Item	Description	Quantity	UOM	Unit Price	Extended Price
1	virgin carbon vessel A	20,000	LBS.		
2	virgin carbon vessel B	20,000	LBS		
3	Slurry Tanker Service	1	Day (Event)		
4	Total				

** Spent existing carbon must be tested to ensure proper handling prior to carbon exchange*

**New Carbon must be AquaCarb 830 Bituminous Coal, Norit GAC 300 or pre-approved equal*

**Price must include all trained technicians, truck drivers and any other employees needed*

**Supply of carbon and removal of existing carbon to be included for each vessel*

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**Inspection of vessel internals for damage/wear prior to loading of replacement carbon*

**Disconnection/storage of hoses and fittings*

**No spent carbon shall be stored on Authority property and must be hauled away upon removal*

**There shall be no minimum requirement of carbon to be purchased per year. The Monroe MUA will only purchase carbon on an as needed basis.*

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes 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. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

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 GURANTEEE**

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: INTERPRETATON 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. CERTIFICATRE 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 identity 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 GURANTEED.
- 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

- 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 for 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 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 for the damage due to 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.

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.



OWNERSHIP DISCLOSURE 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

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | ☐ | ☐ |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a natural person who owns an unincorporated business by himself or herself. A limited liability company with a single member is not a Sole Proprietor. | ☐ | ☐ |
| 3. The vendor is a corporation, partnership, or limited liability company . | ☐ | ☐ |
| 4. If you answered YES to Question 3, do any individuals (including a single 100% owner), partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | ☐ | ☐ |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

- | | YES | NO |
|---|--------------------------|--------------------------|
| 5. For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | ☐ | ☐ |

If you answered **YES** to Question 5, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	

- | | YES | NO |
|---|--------------------------|--------------------------|
| 6. The vendor is a publicly traded company. | ☐ | ☐ |

7. A Vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent. If any person holds a 10% or greater beneficial interest, also submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.* *Attach additional sheets if necessary*



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #:

VENDOR/BIDDER:

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271, as amended by the Elections Transparency Act, P.L.2023, c.30, are separate and different from the disclosure requirements under Public Law 2005, Chapter 51. Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made within twelve (12) months prior to entering a county and local contract that is not fair and open or made within eighteen (18) months prior to entering a State contract that is not fair and open and including the date of signing of this Certification and Disclosure to: (i) any candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L.1973, c.83, as amended by the Elections Transparency Act, P.L.2023, c.30, (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2023, contributions in excess of \$200 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
		\$	
		\$	
		\$	
		\$	
Attach additional sheets if necessary			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(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

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____, residing in _____
(name of affiant) (name of municipality)
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
(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)

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: _____

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.**

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.

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: _____



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 a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

☐ 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 and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ 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).



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. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

Duration of Engagement
Anticipated 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

Monroe Municipal Utilities Authority

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Stockholder Disclosure Certification	
☒	Non-Collusion Affidavit	
☒	Bid Proposal Form	
☐	References	
☐	Status of Present Contracts	
☒	Equipment Certification	
☐	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
☒	Public Works Contractor Certificate	
☒	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☒	Mandatory Affirmative Action Language	
☒	Prevailing Wage	
☒	Americans with Disabilities Act of 1990 Language	
☒	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.