

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY



BID SPECIFICATIONS FOR

CONTRACT OC-EQUIP-23-20

**FURNISHING AND DELIVERY OF THREE (3) IMMERSIBLE
PUMPS FOR 32ND STREET STATION**

BID OPENING: Thursday, October 1, 2020 @ 2:00 p.m.

**BIDS TO BE OPENED AT CMCMUA ADMINISTRATIVE OFFICES
1523 U.S. Route 9 North, Cape May Court House, New Jersey 08210**

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SAMPLE CMC MUA FORM OF AGREEMENT

BID COMPLIANCE FORMS TO BE SUBMITTED WITH BID

Bidder's Checklist

Bid Guarantee in the form of a Cashier's Check, Certified Check or Bid Bond

Statement of Ownership Disclosure

Non-Collusion Affidavit (must be notarized)

Disclosure of Investment Activities in Iran

Equipment Conformity Certification

Proposal Form(s)

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SECTION I. Advertisement for Bids

ADVERTISEMENT FOR BIDS

**Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210
(609) 465-9026**

NOTICE IS HEREBY GIVEN that sealed Bids will be received by the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, New Jersey, up to **2:00 p.m.** prevailing time, on **Thursday, October 1, 2020** at which time the Bids will be publicly unsealed and the contents announced for the following:

CONTRACT OC-EQUIP-23-20

Furnishing and Delivery of Three (3) Immersible Pumps for 32nd Street Station

Due to COVID-19 concerns and Executive Orders issued by Governor Murphy, all Cape May County Municipal Utilities Authority buildings are closed to the general public; therefore, Proposal Forms, Instructions to Bidders, Specifications, and other Bidding Documents are not available for pick up at the CMCMUA's Administration Building. All bid documents are available for download upon completion of Vendor registration at www.cmcmua.com or can be made available by contacting the CMCMUA at info@cmcmua.com.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the Name and Number of the Contract Bid, and contain the Name and Address of the Bidder on the envelope, pursuant to Section II, Item 2 – Submission of Bids.


Bids may be hand delivered to the CMCMUA by placing the Bid in the drop box located to the left of the front entrance of the CMCMUA's Administration Building, 1523 Route 9 North, Cape May Court House or may be submitted via certified mail or overnight delivery. The Authority assumes no responsibility for Bids received after the designated time and date, and will return late Bids to the Bidder unopened.

All Bids will be unsealed and contents announced by electronic means, and as such, members of the public may view this event, by YouTube Livestream at: <https://www.youtube.com/channel/UCoJZ-M289FL1v7bw6WQgwyA>.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and of N.J.A.C. 17:27-1 et seq.

The Authority reserves the right, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-13.2, to reject all bids as permitted by this Statute.

Dated: August 31, 2020



Kevin W. McGahey, QPA
Purchasing Agent



Joseph V. Rizzuto
Executive Director

SECTION II. General Instructions to Bidders

SECTION II

GENERAL INSTRUCTIONS TO BIDDERS

The Cape May County Municipal Utilities Authority is a Government Entity of the State of New Jersey and is exempt from State sales tax or Federal excise tax.

A copy of the Bid Advertisement is attached and is a part of these Specifications.

1. Bid Form

Each proposal is to be submitted on the Bid Proposal Form furnished with the Bid Specifications.

2. Submission of Bids

Bids must be submitted in a sealed envelope/package and plainly marked with the name of the Bidder, the name and number of the Contract Bid and the time and date of the Bid opening.

Bidders may enclose their bids in any sealed package that is plainly marked, with the name of the Bidder, the name and number of the Contract Bid and the time and date of the Bid opening, on the outermost envelope and/or packaging.

If sending via the United States Postal Service, delivery services (UPS, Fed Ex, etc.), or hand delivering please use the following address:

Cape May County MUA
Attn: Purchasing Agent
1523 Route 9 North
Cape May Court House, NJ 08210

All submissions must be received by the Purchasing Department prior to the time and date noted in the solicitation documents and legal advertisement. Bids **WILL NOT** be accepted after the designated time and will be returned unopened; these bids will not be considered under any circumstances.

Note: It is the bidder's responsibility that the bid is delivered to the proper place by the proper time.

3. Signature on Bid Proposal Forms

All signatures must be signed in ink.

4. Bid Evaluation

The Authority may reject, as incomplete, Bids which contain erasures not properly initialed, or incomplete Bid Documents. In the event that it is impossible to conform to certain details of the Specifications, any and all deviations from the Technical Specifications must be described completely. Major deviations from the Technical Specifications will subject Bidder to disqualification for a non-conforming Bid. Deviations suggested by Bidder for convenience will also subject Bidder to disqualification for a non-conforming Bid.

5. Forms Required to be Completed and Signed

1. All forms as required in the Bidder's Checklist including but not limited to:

a. Bidder's Checklist

b. Statement of Ownership Disclosure shall be completed, certified to, and submitted with the Bid. Failure to submit the required information is cause for automatic rejection of the bid.

Pursuant to N.J.S.A. 52:25-24.2, (P.L. 1977, c.33, as amended P.L. 2016, c.43), No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality, or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder 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 percent 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, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall 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 percent or greater beneficial interest.

c. Non-Collusion Affidavit shall be completed, notarized and submitted with the Bid. Failure to submit the Non-Collusion Affidavit shall be a cause for the bid to be rejected.

d. Disclosure of Investment Activities in Iran: In accordance with P.L.2012, c.25 (N.J.S.A. 52:32-55), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the NJ Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the Act. The certification required shall be executed on behalf of the applicable person or entity by an authorized office or representative of the person or entity.

If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the

penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

This is a mandatory submittal. Failure to submit the required certification is cause for the bid to be rejected.

- e. Proposal Page(s) must be completed in ink or typed. Signature must be in ink.
- f. Acknowledgement of Receipt of Addenda must be completed in ink or typed. Signature must be in ink.

6. Mandatory Affirmative Action Certification

No firm may be issued a Contract unless it complies with the Affirmative Action Provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A, Section II, of this Bid Specification.

A. Goods and Services (including professional services) Contracts

- 1) Each 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:
 - 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. 17:27-4.6; or
 - c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.6.

B. Maintenance/Construction Contracts

After notification of award, but prior to signing the Contract, the Contractor shall submit to the Public Agency Compliance Officer, and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the Contract to the Division and to the Public Agency Compliance Officer. The Contractor shall also 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.

7. Bid Guarantee

If required, (see Bidder's Checklist), accompanying each Bid shall be a certified check, cashier's check or Bid Bond in the amount of ten percent (10%), not to exceed \$20,000, of the total Contract Price Bid payable to the Cape May County Municipal Utilities Authority, as a guarantee that the Agreement will be executed.

Bid deposits will be returned to all except the three (3) lowest Bidders within ten (10) days (Sundays and legal holidays excluded) after the formal opening of Bids. Within three (3) days (Sundays and legal holidays excluded) after the Authority and the accepted Bidder have executed the Contract Agreement, the bid guarantee of the remaining unsuccessful Bidders shall be returned to them. None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the Contract Agreement has been executed by both the Authority and the accepted Bidder.

8. Execution of Contract

The Successful Bidder will be required to execute the Contract Agreement within ten (10) days (Sunday and legal holidays excluded) after receipt of notification that the Contract Agreement is ready for signature.

9. Record Retention

Pursuant to N.J.A.C. 17.44-2.2, Contractors/Vendors shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

10. Failure to Sign Contract

If the Successful Bidder shall fail to execute the Contract as aforesaid, then the Authority may, by its option, determine the Bid and acceptance to be null and void and the Bid Guarantee shall become the property of the Authority.

11. Contract Award

- 11.1 This Contract will be awarded to the Responsible Bidder who submits the Lowest Total Dollar Amount for the Base Bid including all maximum and/or minimum individual bid amounts given in the Proposal. Bids received with an individual bid item price in excess of a specified maximum bid amount, or less than a specified minimum bid amount, shall be considered as unresponsive.
- 11.2 The Authority reserves the right in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-13.2 as amended, to reject all bids as permitted by this statute.
- 11.3 The Authority may reject as incomplete, Bids which contain erasures not properly initialed, or incomplete Bid Documents. In the event that it is impossible to conform to certain details of the Specifications, any and all deviations from the Technical Specifications must be described completely. Major deviations from the Technical Specifications will subject Bidder to disqualification for a non-conforming Bid. Deviations suggested by Bidder for convenience will also subject Bidder to disqualification for a non-conforming Bid.
- 11.4 In evaluating Bids, the Authority will consider whether or not the Bids comply with the prescribed requirements.
- 11.5 The Authority may conduct such investigations as the Authority deems necessary to assist in the evaluation of any Bid within the prescribed time.
- 11.6 The Authority reserves the right to award either single and/or multiple Contracts, whichever is most advantageous to the Authority.
- 11.7 Unit Price Contracts: Unit price shall prevail in the event of an error in extension and/or totaling.

12. Delivery

Price bid shall include all delivery charges, F.O.B. Destination. All associated delivery costs of all materials shall be included in the unit price bid.

13. Tie Bids

Pursuant to N.J.S.A 40A:11-6.1, whenever two or more responsible Bidders offer equal prices on a Bid "the contracting unit may award the contract to the Bidder whose response, in the discretion of the contracting unit, is the most advantageous, price and other factors considered. In such case, the award resolution or purchase order documentation shall explain why the Bidder selected is the most advantageous."

14. Term of Contract(s)

Unless otherwise stated, all Contract(s) shall be for a period of one (1) year (twelve (12) consecutive months) from the date of execution of the Contract(s), or as necessary to complete all work as stipulated in the Contract Documents. Contracts in excess of twelve (12) months shall be subject to availability and appropriation annually of sufficient funds in the year in which it takes effect.

15. Payment Processing and Schedule

Regular scheduled Authority Board Meetings are held on the first and third Wednesday of each Month. The Contractor/Vendor must submit a signed Voucher/Purchase Order with a detailed invoice and all supporting documentation in order to receive payment. Invoices received at least twenty (20) days prior to a regular scheduled meeting will be presented to the Board of Commissioners for approval at said meeting. Within five (5) business days following the Authority Board Meeting, a copy of the meeting minutes, which include formal action approving payment of invoices, will be forwarded to the County Board of Chosen Freeholders. The Board of Chosen Freeholders then has ten (10) days to veto any action taken by the Authority Board of Commissioners, including the formal action of approving payment of invoices. If no action is taken by the Board of Chosen Freeholders within said ten (10) days, then the meeting minutes, including the formal action of approving payment of invoices, shall be deemed to be approved. Checks will be mailed within three (3) days after final approval.

If the Authority challenges or disputes a bill or any portion of a bill presented for payment by the Contractor/Vendor, then the Authority will, in a prompt and timely manner, notify the Contractor/Vendor in writing, what amount is to be withheld, the reasons for the withholding and what steps should be taken to cure the deficiency.

16. Preference for Domestic Products

Only manufactured products of the United States, wherever available, shall be used in connection with this Contract, pursuant to N.J.S.A. 40A:11-18 of the Revised Statutes of the State of New Jersey.

17. Quality for Acceptance

All services delivered under this Contract shall be to the satisfaction of the Cape May County Municipal Utilities Authority, who reserves the right to confirm the amount, quality, acceptability and fitness of the services which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this Contract. The determination of the Cape May County Municipal Utilities Authority in these matters shall be final and conclusive.

18. Quantities

Quantities listed in these Specifications are estimated based on the best information available at the time the Specifications were prepared. They are not a guarantee as to the actual quantities that may be purchased, and are listed for bidding purposes only. Any unused balance at the end of the Contract shall automatically be canceled.

The Authority reserves the right to increase or decrease quantities listed in the Specifications at the unit price bid, up to twenty percent (20%) of the original contract price with a properly executed Change Order pursuant to N.J.A.C. 5:30-11.

19. Default

In the event that the Contractor fails to furnish and deliver the services set forth under this Contract, the Cape May County Municipal Utilities Authority reserves the right to procure these services, for their needs, in the open market and charge the excess cost above the contract bid price, if any, to the Contractor.

Upon default on the part of the Contractor in the performance of any of the terms and conditions of this Contract, the Cape May County Municipal Utilities Authority shall have the right to terminate the Contract in addition to any other remedy to which the Authority may be legally entitled, including liability to said Authority for any and all damages incurred by the Authority by reason of said failure or default.

20. Indemnity

The Bidder shall indemnify and save harmless, the Authority, the Authority's agents, and the Authority's employees from and against all losses and claims, demands payments, suits, actions, or recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents or employees in the execution of its obligations hereunder.

21. Assignments

The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or his rights, title or interest in or to the same of any part thereof, without consent in writing by the Authority. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract, in whole or in part, or of his right, title or interest therein, the Contract may, at the option of the Authority, be canceled and terminated.

22. Protection of Work and Property

The Successful Bidder shall continuously maintain insurance or other security for adequate protection for all the work from damage and shall protect the Authority's property and employees from damage, injury or loss arising in connection with the Contract. All damage, injury, or loss to the Authority's property or employees caused, directly or indirectly, in whole or in part, by the Contractor or anyone directly or indirectly employed by the Contractor, shall be corrected by the Contractor at no cost to the Authority.

The Successful Bidder shall take all necessary precautions for the safety of employees on the Authority's property, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Successful Bidder shall properly maintain at all times, as required by the conditions of the work, all necessary safeguards and protection of the worker and the public.

23. Power of Attorney

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file, with each bond, a certified copy of their power of attorney to sign said bonds.

24. Contract Coordination

When applicable, the Successful Bidder is required to designate one (1) representative or contact person who will be responsible for proper and complete coordination of this Contract.

25. Time of Award

The Authority shall award the Contract, or reject all Bids, within sixty (60) days after Bids are publicly received. All Bid prices and conditions shall remain firm during the evaluation period.

26. Brand Names

Brand names or specific items mentioned in the Specifications are for identification purposes only, and are offered to assist the Bidder in preparing the Bid Documents. The contracting unit reserves the right to establish the equivalency of a product which, in its deliberations, best meets the intentions and need of the Authority.

27. Equivalent Products

For the purpose of evaluation, where an equivalent product(s) is proposed, the Bidder must indicate any variation to the Specifications NO MATTER HOW SLIGHT. If no variations are indicated, it will be construed that the Bid fully complies with the Specifications. Equivalent shall mean an item which is equal or superior in every aspect to that which is specified.

28. Annual Appropriation

All multi-year Leases and Contracts are subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

29. Prevailing Wage Requirements

The provisions of Chapter 150 of the Laws of 1963, as amended by N.J.S.A. 34:11-56.25 et seq., Prevailing Wage Rates of Public Contracts, as determined by the Department of Labor and Workforce Development are applicable to all Public Works Contracts in excess of \$2,000.00.

Certified Payroll Records for Public Works Contracts must be submitted to the CMCMUA at 1523 Route 9 North, Cape May Court House, NJ 08210, and marked to the attention of, Ms. Ann McDevitt, the Authority's Contract Compliance Officer. The Contractor and Subcontractors, if any, must submit the Certified Payroll Records for each payroll period within ten (10) days of the payment of wages.

In order to prepare a bid, all potential bidders are directed to go to the New Jersey Department of Labor and Workforce Development's web site listed below to view and/or print an Unofficial New Jersey Wage Rate Determination.

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

At the time of contract award, the Authority will print the Official New Jersey Wage Rate Determination and include a copy with the contract and related documents which will be mailed to the successful bidder. It is this wage rate determination that must be used by the Contractor throughout the life of this contract.

30. Alternate Dispute Resolution N.J.S.A. 40A:11-50 (Applies to All Construction Contracts)

All disputes arising under a construction contract prior to the Authority making final payment, which are not resolved by negotiation between the parties, shall be submitted to mediation prior to being submitted to any other dispute resolution procedure agreed to by both the Contractor and the Authority and/or prior to being submitted to a Court for adjudication. The mediation shall be administered by the American Arbitration Association ("AAA") under its Industry Mediation Rules (except if and as modified herein).

This mediation shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C.40A:11-1 et seq.) The Authority retains the right to seek injunctive or declaratory relief in court at any time.

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of the Contractor or the Authority, other interested parties to the dispute shall be joined unless the mediator determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract or related construction contracts, upon the demand of one of the contracting parties, the disputes shall be joined in the mediation unless the mediator determines that the disputes are inappropriate for joinder.

For the purposes of this alternate dispute resolution provision, the term "construction contract" means a contract involving construction and the term "related construction contracts" means a contract entered into by the Authority involving construction, design, architecture, engineering or construction management which is related to said construction contract.

This alternate dispute resolution procedure shall not apply to claims of suppliers or subcontractors to the Contractor.

All mediation shall be held at a mutually agreeable location within Cape May County. All expenses and fees of the AAA and the mediator shall be borne equally by the Authority and the Contractor.

31. Surety and Bond Requirements

N.J.S.A 40A:11-22 provides in pertinent part that when a contracting unit (CMCMUA) requires a Bond, every contracting unit shall require from any Bidder submitting a Bid in accordance with Plans, Specifications and Advertisements, a Certificate from a Surety Company stating that it will provide the Contractor with a Bond in such sum as is required in the Specifications.

In lieu of a Surety Company Certificate, a Bidder may offer a bond of an individual. Bidder shall submit with his Bid a certificate signed by such individual similar to that required of a Surety Company.

The Authority may reject any such Bid if it is not satisfied with the sufficiency of the individual Surety offered.

32. Bidder's Experience

When applicable, Bidders must submit a list of the number of projects similar to the work described in this Specification, which they have successfully completed within the last 36 months.

This information must include, the title or name of the project/contract, name, address and telephone numbers of the public or private entity that the work was completed for, the Engineer, and the total dollar amount of the completed project.

This information is for reference purposes and is not a determining factor, unless specified, in the award of a Contract.

33. Clarification

These Specifications contain all of the information necessary to assist each Bidder to determine prices for a responsible bid. Bidders, unless specifically directed in these Specifications, are not to seek information from Authority Employees. Should clarification be necessary, Bidders are advised to direct all inquiries to the Authority's Purchasing Department at (609) 465-9026.

34. Mandatory Designation of Subcontractors and/or Bidder's Own Workforce

In accordance with N.J.S.A. 40A:11-16, a Bidder must list on the "Mandatory Designation of Subcontractors and/or Bidder's Own Workforce" form provided in this Specification, or on a separate certificate, the name(s) of all Subcontractor(s) to whom the Bidder will subcontract any of the following work categories listed below:

1. Plumbing and Gas Fitting and all Kindred Work
2. Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work
3. Electrical Work, including any electrical power plants, tele-data, fire alarm, or security system
4. Structural Steel and Ornamental Iron Work

If a Bidder intends to use more than one Subcontractor for any of the specialty trades listed above, the Bidder must also submit simultaneous with the Mandatory Designation of Subcontractors and/or Bidder's Own Workforce form, a certificate, executed by the Bidder, setting forth the scope of work, goods or services for which the Subcontractor has submitted a price quote and which the Bidder has agreed to award to each Subcontractor should the Bidder be awarded the Contract.

All Subcontractors named must be used to perform the work category identified.

If a Bidder fails to comply with the mandatory designation of Subcontractors, as described above, his/her Bid shall be considered to be a non-conforming Bid and the Bid will be rejected as being non-responsive to the provisions of the Bid Specifications.

Note: If the Bidder intends to perform any or all of the work categories listed above with the Bidder's own employees rather than using Subcontractors, then the Bidder shall clearly indicate on the Mandatory Designation of Subcontractors and/or Bidder's Own Workforce Form provided in the Bid Specifications, each work category which will be performed with the Bidder's own employees.

Any questions regarding the mandatory designation of Subcontractors pursuant to this Bid Solicitation are to be mailed or faxed to the attention of the Authority's Purchasing Agent.

35. Bid Challenge Procedure (N.J.S.A. 40A:11-13)

Any prospective Bidder who wishes to challenge a Bid Specification shall file such challenge in writing with the Authority's Purchasing Agent no less than three (3) business days prior to the opening date of the Bids.

Pursuant to the provisions of N.J.S.A. 40A:11-13(e), challenges received after that time shall be considered void and have no impact on the Authority's decision(s) related to award of the Contract.

Recognizing that any challenge received three (3) business days prior to the Bid opening date has the potential to cause a considerable delay to the Contract award process, it is requested that any prospective Bidder who intends to challenge a provision(s) of the Bid Specification notify the Authority's Purchasing Agent in advance, at least seven (7) business days prior to submitting a formal written challenge, advising of the nature and/or basis of the anticipated challenge/objection, so the Authority will have an opportunity to evaluate the Bidder's objections.

36. Reservations of the Authority

The Authority reserves the right, in accordance with the provisions of the "Local Public Contracts Law", N.J.S.A. 40A:11-13.2, as amended, to reject all bids as permitted by this Statute.

37. The Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48 through N.J.S.A. 34:11-56.55, all Contractors and certain Subcontractors are required to be registered prior to submitting a bid for all public work as defined in P.L. 1963, c.150 (C.34: 11-56.25 et seq).

If bidder formally lists or names or simply provides the name of any subcontractor, said subcontractor must be registered with the NJ Department of Labor and Workforce Development in accordance with the Public Works Contractor Registration Act listed above at the time the bid is made.

No contractor or subcontractor, including a subcontractor not listed in the bid proposal shall engage in the performance of any public work subject to the contract, unless the Contractor and Subcontractor are registered pursuant to this Act.

Each contractor shall, prior to the awarding of the contract, submit to the public entity the certificates of registration for said Contractor and for all Subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a Certificate of Registration for the purposes of this section.

For registration forms, copies of the Act, and other relevant information you should contact:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage & Hour Compliance
P.O. Box 389
Trenton, New Jersey 08625-0389
Telephone: (609)292-9464
Fax: (609)633-8591
https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html

38. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, Cape May County Municipal Utilities Authority is prohibited from entering into a Contract with an entity unless the Bidder/Proposer/Contractor, and each Subcontractor that is required by law to be named in a Bid/Proposal/Contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to Contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of Business Registration and that of any named Subcontractor(s).

Subcontractors named in a Bid or other Proposal shall provide proof of Business Registration to the Bidder, who in turn, shall provide it to the Contracting Agency prior to the time a Contract, Purchase Order, or other Contracting Document is awarded or authorized.

During the course of Contract performance.

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

Before final payment is made under the Contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all Subcontractors and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a Business Organization that fails to provide a copy of Business Registration as required, or that provides false Business Registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of Business Registration not properly provided under a Contract with a Contracting Agency.

39. DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Starting in January 2007, all Business Entities are advised of their responsibility to file an Annual Disclosure Statement of Political Contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive Contracts in excess of \$50,000 from Public Entities in a calendar year. Business Entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

40. Americans with Disabilities Act of 1990

The Contractor and the Cape May County Municipal Utilities Authority, (hereinafter "the Authority") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 512101 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 Authority 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 the Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the the Authority, 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 Authority's grievance procedure, the Contractor agrees to abide by any decision of the the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the the Authority, or if the the Authority 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 Authority 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 the Authority or any of its Agents, Servants, and Employees, the *the Authority shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the the Authority or its representatives.

It is expressly agreed and understood that any approval by the the Authority 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 The Authority pursuant to this paragraph.

It is further agreed and understood that the the Authority 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 the Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

41. Recycling and Solid Waste Disposal Requirements

A. All solid waste and recyclable materials generated in Cape May County by the Contractor, both directly and indirectly in the payment of this Contract, shall be disposed of and/or recycled in accordance with the Cape May County Municipal Utilities Authority "*Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*" ("Document") in effect at the time of the performance of this Contract, as specifically detailed below, or as supplemented in the Technical Specifications. The Document is posted and made available on the Authority's website, www.cmcma.com, and contains detailed information regarding the proper disposition of solid waste and recyclable materials generated in Cape May County. Contractors are expected to read, understand, and comply with the Document.

- i. **Authority Solid Waste and Recycling Facilities:** Both solid waste and recyclable material shall be disposed of, separately, at the Authority's Secure Sanitary Landfill Complex in Woodbine, New Jersey or the

Authority's Transfer Station located in Middle Township, New Jersey. If the Municipality in which the Contractor operates makes solid waste and/or recycling collection services available to the Contractor, the Contractor may utilize such services.

- ii. **Solid Waste Disposal Requirements:** All non-hazardous solid waste generated by the Contractor, while performing work under this Contract, not source separated and recycled in accordance with the requirements set forth in item A.iii. below shall be delivered to an Authority Facility. The Contractor shall be subject to compliance with the disposal requirements and payment of applicable tipping fees as set forth in the Document.

- iii. **Recycling Requirements:** Section 5 of the Document specifically discusses the procedures related to disposal of recyclable material. Recyclables must be separated at the source from other waste types and must be deposited at an Authority Facility. If the Contractor generates recyclable materials that the Authority does not currently accept for recycling, the Contractor may recycle such materials at an NJDEP approved Recycling Facility or other end market.
 - a. The materials "designated" for recycling are specifically prohibited from being disposed of with solid waste of any type and are mandated for source separation by all waste generators for subsequent collection and recycling. Applicable surcharges may be assessed in accordance with the effective "*CMCMUA Solid Waste and Recycling User Fees & Surcharges*".

- iv. **Solid Waste Disposal or Recycling Questions:** If you have any solid waste or recycling questions, please check the Authority's website, www.cmcmua.com, or contact a member of the Authority's Solid Waste Staff at (609) 465-9026.

SECTION II. Appendix A

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/odf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

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

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-6473

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

Sample Federal Letter of Approval

U.S. Department of Labor

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



<Date>

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on <date>.

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

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

Sincerely,

Area Office Director

SECTION III. Specific Instructions

SECTION III

SPECIFIC INSTRUCTIONS

1. Insurance Requirements

Prior to execution of an agreement, insurance certificates shall be furnished by the Contractor to the Cape May County Municipal Utilities Authority providing the following minimum coverage, naming the Authority as "additional insured". Thirty (30) days written notice shall be provided by the insurance company to the Authority before any insurance coverage is cancelled. Any deductibles required by the Contractor's insurance shall be the responsibility of the Contractor.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence Basis)	
General Aggregate	\$1,000,000
Products-Comp/OP Agg.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000
Automobile Liability (Combined Single Limit)	
Any Auto	\$1,000,000
Hired Autos	\$1,000,000
Non-Owned Autos	\$1,000,000

2. Other Insurance Requirements

The Contractor shall provide proof of adequate Worker's Compensation and Employer's Liability Insurance as required by State and Federal laws.

Workman's Compensation and Employer's Liability Insurance

<u>Coverage</u>	<u>Limits</u>
Workman's Compensation	Statutory Limits
Employer's Liability – Each Accident	Statutory Limits
Employer's Liability Disease – Policy Limit	Statutory Limits
Employer's Liability Disease – Each Employee	Statutory Limits

3. Delivery

All equipment shall be delivered to the **Ocean City Regional Wastewater Treatment Facility** in accordance with the Delivery Schedule listed in Section IV. All unit prices bid shall include standard delivery charges, F.O.B. destination. Authority facility and authorized representative of this facility is listed on the following page:

Ocean City Regional Wastewater Treatment Facility

Address: 4500 Simpson Avenue
Ocean City, NJ 08226
Contact: Jason Lynch Supervisor
Phone: 609-846-6934

4. Contract Award

A single contract will be awarded to the responsive and responsible bidder who submits the lowest total dollar amount. Unit prices bid shall remain firm for the duration of this contract.

5. Bid Requirements

1. N.J.S.A. 34:11-56.25 et seq., the New Jersey State Prevailing Wage Act, does not apply to this bid/contract.
2. The Contractor is required to provide a Bid Guarantee in the form of a Cashier's Check, Certified Check or Bid Bond.
3. The Contractor is not required to provide a Maintenance Bond on this project.
4. Liquidated Damages – provisions for liquidated damages are set forth in the Bid Proposal and in the Agreement.

(END OF SECTION)

SECTION IV. Technical Specifications

**SECTION IV
TECHNICAL SPECIFICATIONS**

PART 1. GENERAL

1.1 Description/Summary

- A. In general, the work on this project consists of the furnishing and delivery of three (3) non-clog vertical dry pit immersible centrifugal pumps and motors to replace the existing pumps and motors at the 32nd Street Pumping Station in the Ocean City Region for the Cape May County Municipal Utilities Authority (CMCMUA/Owner/Authority). The proposed pumps, motors and equipment will replace the Authority's existing pumps and motors which are nearing the end of their useful life. The scope of this contract is limited to the purchase, supply, delivery, start-up and training for the equipment described herein. No installation work shall be required on this project. All proposed equipment shall be installed by the Authority using "in-house" forces.
- B. This pump station is currently in operation and is equipped with three (3) Clow-Yeomans Pumps, Model 10522 S.O. 257684 ; Original Shop Drawing and Pump Curves have be made part of these bid documents.

C. ACCEPTABLE MANUFACTURERS

The existing pumps being replaced under this contract are Clow-Yeomans Pumps, Model 10522 S.O. 257684, 150 Hp. The basis of design is Cornell Model 10NHTB12 -VC18DB and is hereby an acceptable manufacturer, or an approved equivalent.

D. PERFORMANCE REQUIREMENT

Each pump shall be non-clogging type capable of passing a 4.75-inch solid with a minimum 2-vane impeller. It is noted that within PART 2 of this specification, the design duty points for the basis of design have been established, each pump shall be capable of meeting those conditions. :

Current Pump Conditions with Existing Pumps

Operating Conditions - single pump (Flow @ TDH @ speed @ min. efficiency)	4594 gpm @ 78 feet @ 1160 RPM @ 72%
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- E. The following equipment shall be supplied to the facility indicated below. Each type of equipment supplied under this contract shall be provided by a single Vendor.

1. Ocean City Regional Wastewater Treatment Facility:

- Three (3) pumps rate at 4600 gpm at 75.5 TDH
- Three (3) 125 Hp Immersible Motors, Inverter Duty, Premium Efficiency.
- Three (3) 14 inch Diameter Lever and Weight Style Check Valves.
- All required DIP Spool and Spacer Fittings required to reconnect the piping to the existing suction and discharge system as shown on the General Arrangement Plans that been herein included as Appendix 1.

- All specified appurtenances or non-specified appurtenances required to provide a fully functional system.

1.2 Experience and Quality Assurance

- A. All bidders shall submit the Equipment Conformity Certification Form with their Bid Proposal to demonstrate that they are able to meet the specified requirements. All equipment supplied under this contract shall satisfy the requirements listed in the Conformity Certification Checklist and the Experience Requirement. Failure to submit this form and meet all requirements listed in the form shall result in the bid being deemed non-responsive. Any information that is deemed not accurate or untrue shall also result in the bid being deemed non-responsive and shall not be evaluated for further award.
- B. All equipment specified under this contract shall be furnished by a single Vendor who shall be responsible for the design, coordination, and the satisfactory operation of the system.
- C. All pump equipment supplied shall be by a manufacturer regularly engaged in the manufacturing and production of municipal wastewater pumping equipment. Each pump equipment manufacturer shall be regularly engaged in the design, fabrication, testing, start-up and service of the proposed equipment for a period of not less than ten (10) years and has no fewer than ten (10) installations on similarly-sized municipal wastewater pumping station facilities that have been in operation for at least five (5) years. Each of the three (3) pump and motor installations shall include a single unit that is capable of operating at the minimum Design Duty Point listed in Part 2 of this specification.
- D. Experience information shall be furnished with the bid on the Equipment Conformity Certification Form. The term "installations" shall mean individual projects/contracts. Multiple equipment units for a project shall be considered as one (1) installation toward meeting the experience requirements. Installations shall be only those in the United States (fifty states). The installation list shall include the following:
 - Name and location of installation;
 - Number of Pumps, Type of Pumps, Design Duty Point and Horse Power;
 - Name of contact person in direct responsible charge for the equipment;
 - Phone number of person in direct responsible charge;
 - Month and year the equipment was placed into operation;

1.3 General Arrangement

- A. General Arrangement Drawings are included in Appendix 1 (located on CD and available for download on our Bid Portal). These drawings have been provided for bidding purposes only. The Contractor shall assume complete responsibility to ensure that the supplied equipment shall not require modifications to the general arrangement. The pump and motor equipment shall fit within the existing first floor square openings 48-inches by 48-inches clear without any on site modification to the equipment or the pump station to access the equipment to the pump room.
- B. If equipment other than that shown on the General Arrangement Drawings is submitted

as an equivalent, it shall be the responsibility of the Contractor to submit a revised design and layout of the mechanical equipment, with all piping clearly indicated, to the Authority. Revised drawings shall show the proposed location of the alternate units, and area required for withdrawal space of replacement or serviceable components. This drawing shall also show clearances of adjacent equipment and service area required by that equipment.

- C. The Contractor shall be responsible for all costs to the Authority that are a direct result of providing an alternate equipment that is in conflict with any aspect of the General Arrangement Drawings, such as piping, electrical or structural modifications. These additional costs shall be borne by the Contractor and deducted from the contract amount.
- D. The General Arrangement Drawings include as-built dimensions, however, not all piping and equipment are shown. All bidders are encouraged to perform a site visit to measure each installation location to ensure that no conflicts exist and no modifications are required. To schedule a site visit contact George E. Hann, Jr., P.E. of the Engineering Department, via e-mail at hannge@cmcmua.com, at least two (2) days in advance. No site visits shall be allowed nor accepted less than seven (7) calendar days prior to the bid opening.

1.4 Requests for Information

- A. All questions regarding the bid specification document shall be sent in writing to the Purchasing Agent, Mr. Kevin McGahey, CMCMUA Purchasing Department; Email: mccaheykw@cmcmua.com.

PART 2. PRODUCT

2.1 General

- A. All equipment furnished under this contract shall be fabricated and assembled in full conformity within this section of the Technical Specifications and as shown in the General Arrangement Drawings.
- B. This section of the Technical Specifications provides equipment descriptions, minimum requirements and mandatory features of the equipment to be furnished under this contract. It is the Contractor's responsibility to design and furnish the equipment complete in all details, performance, and reliability meeting the requirements and intent of the contract documents.
- C. Each item shall be furnished complete with all necessary components and accessories; all mechanical equipment required for proper operation, including complete pedestal, motors, and electrical conductors and any appurtenances or devices as required by the Vendor's design for a complete installation.
- D. The Contractor who supplies the material and/or products supplied under this contract undertakes and agrees to defend, at Supplier's own expense, all suits, action or proceeding brought against the Authority for actual or alleged infringement on any United States patent or foreign letters patent because or on account of the employment of sales of such material or products, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the defendants herein.

2.2 PUMP SCOPE

A. Furnish and deliver three (3) end suction Vertical Coupled Immersible Pumps, Cornell Model 10NHTB12 VC18DB, or approved equivalent. The pumps shall be designed for continuous operation and constructed as follows to meet the intended service. The pumps shall operate continuously in air or under as much as thirty (30) feet of submergence water for a period of two (2) weeks. Pump shall be as manufactured by Cornell Pump Company of Portland, Oregon, USA, or approved equivalent, and shall be warranted for a period of two (2) full years after date of commissioning, but no later than thirty (30) months after date of shipment.

B. Pumps shall be – Vertical Coupled, Immersible

	Large Pumps(3)
Design Capacity(GPM)	4600
Design TDH(Ft)	75
Max Speed(RPM)	1185
Min Efficiency (%)	82
Min Shut Off(Ft)	130
Secondary Design Capacity	6000
Secondary Design TDH	48
Secondary Efficiency (%)	70
Max Motor HP(NOL)	125
Solids Size	4.75
Discharge size	10"
Suction Size	12"
Net Positive Suction Head (Deigned Capacity)	10'

- C. The pump casing shall be tangential discharge, of back pullout design allowing for removal of the rotating element without disturbing piping connections. Because of existing constraints in the pump station, pumps with centerline discharge shall not be allowed. The suction cover, volute, and back plate shall be constructed of ASTM A48 Class 30, Nickel iron (2% minimum). All casing sections shall have heavy wall thickness to provide long life under abrasive and corrosive operating conditions. All mating surfaces shall have register fits to ensure proper alignment. Piping connections shall be ANSI 125# flat-face drilled flanges on discharge and suction. A 3/4 inch NPT discharge gauge tap shall be provided. A 1-1/2 inch vent and drain taps shall be provided as well as other tapped opening as shown on the original shop drawings.
- D. The impeller shall be of heavy section Cast Iron of ASTM A48 Class 30, Nickel iron (2% minimum), and two-port design. Impellers shall be capable of passing a 4.75" soft solid or smaller. Impellers shall have back vanes to reduce axial thrust and lower the stuffing box pressure. Internal vane edges shall be well rounded to present smooth flow. Impeller shall have a straight non-tapered bore, be statically balanced, keyed to the shaft and further secured with a Stainless Steel washer and a Stainless Steel impeller lock screw. The impeller shall be fixed at location with no expected or required adjustment.
- E. Replaceable suction wear and impeller ring shall be press fit into the suction cover and hub of the impeller. The wear ring system shall be of the peripheral design requiring no axial adjustment. Wear ring shall be constructed of AISI 420 Stainless Steel, Heat Treated to 450-500 BHN.

- F. A dished style back plate with deflector vanes constructed of ASTM A48 Class 30 Grey Iron shall be provided, including a single mechanical seal. The seal shall have a Stainless Steel rotating spring. The faces shall be Tungsten Carbide vs. Silicon Carbide and Nitrile/Buna-N "O" ring. Seal shall be John Crane Type 1. The design shall allow for continuous operation without the need for external flush water or venting.
- G. The end suction centrifugal pump shall be pedestal frame style with ASTM A48 Class 30 fine grain Grey Iron bearing frame., no concrete based pedestal shall be accepted. The bearing frame shall be equipped with antifriction style bearings. The bearing frame shall be integral to the pump and separate from the motor. The bearings shall be either ball or roller style properly sized to accommodate all thrusts, both mechanical and hydraulic imposed upon them. The frame shall be designed for captured bearing positioning and shall not require any field axial adjustment. The bearings shall have a minimum calculated L10 bearing life rating of 50,000 hours at the stated design condition. A complete bearing life, and shaft stress loading calculation, shall be provided by the pump manufacturer to illustrate compliance with this requirement. Bearing lubrication shall be grease with proper provisions to facilitate easy lubrication in the field.
- H. The bearing frame shall be fitted with a factory mounted pump monitor to detect vibration and pump temperature. The unit can run on station power or internal battery power and can be monitored via bluetooth, cell phone or radio.
- I. The volute, impeller, suction cover and all interior wetted parts shall be sandblasted and surface prepared per manufacturers recommendations and coated with two (2) coats of Devcon Brushable Ceramic coating as manufactured by ITW Devcon, Danvers Massachusetts or approved equivalent. The suction inlet, volute interior, and impeller/thrust vanes and pump discharge port shall be coated with one coat grey 8-15 mils, and a second coat blue 8-15 mils.
- J. The pump shaft shall be of high strength carbon steel equal to MOD SAE1144 "Stress-Proof Steel". The pump shaft shall be accurately machined and polished and of sufficient size to transmit the maximum horsepower to be encountered when the pump is operating with a maximum diameter impeller and at the maximum rated motor operating speed. The pump shall be suitable for temporary submergence to thirty (30) feet to operate for a minimum or no less than two (2)-week period. The bearing frame shall be fitted with lip seals and grease cups to pressurize the bearings and prevent intrusion of water into the bearings. The bearing frame shall also be fitted with expellers to help create a low pressure area where the shaft exits the motor frame.
- K. The shaft shall be protected by a renewable shaft sleeve, which extends through the stuffing box and under the mechanical seal. The sleeve shall be grooved on the inside for an O-ring to prevent leakage along the shaft and shall be positively locked to prevent rotation. The sleeve O.D. shall be a minimum of 0.375 inches over the shaft diameter. A Hardened Stainless Steel shaft sleeve design shall be provided with an O-ring seal. The shaft sleeve shall be constructed of AISI 420 Stainless Steel, Heat treated to 400-500 BHN. The sleeve shall extend beyond the gland or box assembly.
- L. The base elbow shall be of ASTM A48, Class 30 Cast Iron, and heavy-section construction with a bolted and contoured clean out port. The base shall be of sufficient strength to support the entire weight of the assembled pump and of sufficient height so that no part of the elbow will touch the floor. The flanges shall be 125# ANSI standard. Suction size shall be 12-inch, and the discharge size shall be 10-inch.

M. The complete pumping unit rotating element including pump, motor, and all other elements as may be specified in the power train or powered via the power train shall be designed and manufactured to limit torsional stresses.

N. Spare Parts for Each Pump Supplied:

1. 2 Spare Seals
2. 2 Sets Impeller and Volute Wear Rings
3. 2 Sets Gaskets, O-rings

O. Performance Testing

1. Each pump shall be tested at the factory and witnessed by a currently licensed professional engineer. Tests shall be taken in accordance with Hydraulic Institute Standards and include a minimum of five (5) points on the pump curve including the design condition, shut off, and run out signed off by the Engineer and documentation provided to the CMCMUA.
 2. All tests shall be in accordance with HI standards. Performance curves shall be generated and forwarded to the Owner for review.
 3. No equipment shall be shipped until the curves are approved by a representative of the Owner.
 4. Vibration testing shall be in compliance to ISO 2372 (10816) for which class the pump is designated. It must be within the normal limits- good.
- P.** Prior to shop coating, all surfaces of the pumps, motors, and accessories shall be thoroughly clean, dry, and free from all mill-scale, rust, grease, dirt, paint and other foreign matter.
1. All gears, bearing surfaces and other surfaces obviously not to be painted shall be given a heavy coat of grease or other suitable rust resistant coating, unless otherwise specified herein. This coating shall be maintained, as required, to prevent corrosion during periods of storage and installation.
 2. Each pump shall be shop coated with a High Build Polyimide Epoxy primer and finish coating or approved equivalent coating.
 3. The exterior of all pumps and frames shall be given two (2) shop coats of rust- inhibiting priming paint, or two (2) coats of manufacturer's standard paint system prior to shipment.
 4. Fabricated Steel shall be finished as follows:
 - 4.1 Surface preparation shall conform to the current recommendations of the Society for Protective Coatings specifications SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 2.0 mils.

4.2 Priming and Coating: High Build Polyamide Epoxy, Anti-Corrosive Primer, one (1) coat 2 - 4 mils DFT; High Build Polyamide Epoxy, Two-Component, two (2) coats, 4 - 6 mils DFT each; Minimum Total 10 - 16 mils DFT. Strictly follow paint manufacturer's label instructions for mixing, thinning, proper spreading rate and drying time. Coatings shall be applied by brush, spray or roller methods, as recommended by the coating manufacturer or as governed by the trades. The Contractor shall allow sufficient time between successive coatings to permit drying. The Contractor shall not recoat until the coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat does not cause lifting or loss of adhesion of the undercoat.

4.3 Primer shall be Tnemec Series 1 Omnithane, Intermediate/Finish/Coat shall be Tnemec Series 66 Hi-Build Epoxoline, or approved equivalents.

Q. Miscellaneous: All data plates shall be of stainless steel and be suitably attached to the pump. Data plates shall contain the Manufacturer's name, pump size and type, serial number, speed, impeller diameter, capacity and head rating, and other pertinent data. A special data plate shall be attached to the pump frame which shall contain identification of frame and bearing.

R. Pump bases shall be provided to permit the motor driver which are to be vertically mounted on a heavy-duty base and connected to the pump with a flexible coupling. The pump base shall be provided with openings large enough to permit access to the suction elbow and cleanout. Motor stands shall be rigid supports that bear the weight of the motor separate from the pump casing. The base shall be designed to support the assembled weight of the pump and motor provided for convenient maintenance access to pump packing, bearing frame, and coupling. 316 Stainless Steel anchor bolting shall be provided and designed to withstand the unbalanced force developed by the pump at 200 percent of shutoff head at the specified speed. The base shall be constructed of fabricated steel, finished as specified for the exterior of the pump.

S. It is anticipated that the suction and discharge location of the pump and motor may require spool pieces, and or spacer. To accommodate this, fabricated ductile iron piping flanged spool pieces shall be provided for each pump and shall be 12-inch diameter for the suction line, and shall be 10-inch diameter for the discharge line, with spacer flanges for estimated length as shown on the General Arrangement Plans. Final dimensions shall be based on the motor stand shop drawing and confirmed by field measurement.

2.3 IMMERSIBLE MOTOR

This specification details the electrical and mechanical requirements for totally enclosed blower cooled Immersible squirrel cage induction motors.

A. GENERAL

1. The motors shall be a vertical mount, Immersible TEBC, suitable for use with a VFD with a 1.15 SF on sine wave – 1.0 SF on VFD operation.

There shall be three (3) 125 Horse Power (HP) at 1200 RPM (nominal), and non-overloading, exclusive of the service factor at any point on the pump head capacity curve. Motor supply power is 460 Volt, 60 Hertz, 3 Phase as manufactured by ABB - Baldor-Reliance. Immersible, or approved equivalent.

2. All motors defined under this specification shall conform to the latest applicable requirements of NEMA, ANSI, IEEE and NEC.
3. Each motor shall be designed for continuous duty for three (3) phase, 60 Hz, 460 Volt operation and shall be suitable for inverter-duty operation under variable torque load conditions.
4. Ratings shall be based on a 40 degree C ambient, 3300 feet altitude or lower operation with a maximum winding temperature rise of 80 degree C by resistance at 1.0 service factor.
5. Each motor shall be furnished with Class F insulation. All motors covered under this specification shall be capable of operating at 1.15 service factor on sine wave power and 1.0 service factor on VFD operation. They shall be selected for operation within their full load rating without applying the service factor.
6. Motors shall be premium efficiency design.
7. The motor shall be coupled to the pump via an appropriately sized coupling based on the HP of the motor and the shaft sizes of the motor/pump. Motor shall be easily removable via the shaft coupling. A new or spare motor, if required shall be easily installed in its place on the motor pedestal of the pump.
8. Motors shall be equipped with space heaters appropriate for the frame size, winding thermal protection by thermostats connected in series.

B. BEARINGS AND LUBRICATION

1. Bearings shall be either double shielded or of open construction, deep groove Conrad type, and have a Class 3 internal fit conforming to AFBMA STD 20, or equivalent ISO Standard.
2. Bearing temperature rise shall not exceed 50 degrees C for 1800 RPM and slower motors.
3. Bearing AFBMA or ISO identification shall be on the motor nameplate.
4. Motor lubrication system shall be re-greasable.
5. Motor to be greased by manufacturer with a premium moisture resistant polyurea thickened grease containing rust inhibitors and suitable for operation over temperatures from -25 degrees C to 120 degrees C.

C. ENCLOSURE

1. Motor enclosure, including frame, end brackets, fan shroud and conduit box, and cover shall be Fabricated Steel or Cast Iron type ASTM A48

Class 25 or better.

2. Motor leads shall be potted into the motor frame to prevent any moisture leakage into the motor frame, fifty (50) feet of power cable shall be provided and the power leads shall enter into either the conduit box or directly into the motor casing through either a sealable watertight gland or a potted hub that shall be bolted and gasketed to the conduit box while still allowing the power cable to be removable. Cable entry system shall be designed to prevent moisture leakage up to 30 feet submergence and operate for a period of two (2) weeks.
3. Motor rotor construction shall be of Cast Aluminum or Fabricated Copper and their alloys. Rotors shall be dynamically balanced to ISO G 0.4 or NEMA standard balance weights.
4. The motor shall be designed to prevent infiltration of water along the shaft by utilizing appropriate lip seals running on a polished surface of the shaft. The lip seals shall be capable of withstanding submergence of 30 feet for a period of two (2) weeks.
5. All mounting hardware shall be hex head, high strength, SAE Grade 5, or ISO Grade 4.6, and plated for protection. Screwdriver slot fasteners are prohibited on all frames.
6. Corrosion resistant Stainless Steel nameplate shall be affixed to the motor frame with Stainless Steel or Brass drive pins. Nameplate information shall include all required NEMA data, AFBMA numbers, or ISO numbers.
7. All mating frame fits shall have rabbet joints with O-rings to ensure a watertight design.
8. All motor parts, including frame, bracket, fan cover and terminal box shall receive a minimum of two coats severe duty, high-grade epoxy paint. All motor parts shall be primed with an epoxy primer. These parts include the stator/frame assembly, rotor assembly, end brackets, fan cover, conduit box, and conduit box cover. Epoxy paint is to satisfy a 96 hour salt fog test per ASTM B-117.

D. ELECTRICAL

1. All motors shall successfully operate under power supply variations per NEMA Part 20.
2. All motors shall be designed with torque starting requirements in accordance with NEMA-MG1- 1998 20.10.1 unless high torque starting is required then shall be in accordance with 20.10.2
3. Motors shall have either Aluminum or Copper windings.
4. Motor insulation shall be Class F minimum on all motors.
5. Motor leads shall be non-wicking type, Class F temperature rating or better and permanently numbered for identification.

6. Each completed and assembled motor shall receive a routine factory test per NEMA standards. The Contractor shall submit a copy of all testing documentation performed in compliance with NEMA standards.
7. **Miscellaneous:** All data plates shall be of stainless steel suitably attached to the motor. Data plates shall contain the Manufacturer's name, motor size and type, serial number, speed, HP , FLA rating, and other pertinent data.

2.4 CHECK VALVE SCOPE

This specification covers the design, manufacture, and testing of 8 inch through 48 inch, Swing Check Valves suitable for water and wastewater services.

A. GENERAL

1. The Cold Working Pressure rating of the valves shall be 200 psig for 8 inch.to 12 inch sizes and 150 psig for 14 inch and larger.
2. The Swing Check Valve – Lever and weight shall be of the full waterway body type, with a drain port and domed access cover with vent port.

B. STANDARDS, APPROVALS AND VERIFICATION

1. The valves shall be designed, manufactured and tested in accordance with American Water Works Association Standard ANSI/AWWA C508 and in accordance with Manufacturers Standardization Society Standard Practice MSS SP-136.
2. The valves used in potable water service shall be certified to NSF/ANSI 61, Drinking Water System Components - Health Effects, and certified to be Lead-Free in accordance with NSF/ANSI 372.
3. Manufacturer shall have a quality management system that is certified to ISO 9001 by an accredited, certifying body.

C. CONNECTIONS

1. The Valves shall be provided with flanges drilled in accordance with ASME B16.42, Class 150 for ductile iron flanges.

D. DESIGN

1. The valve body shall be full flow equal to nominal pipe diameter area at all points through the valve and shall be equipped with a threaded adjustable open stop. The body seat shall be O-ring sealed and field replaceable without removing the valve from the line.
2. The top access port shall be full size, allowing removal of the disc without removing the valve from the line. The access cover shall be domed in shape to provide flushing action over the disc for operating in lines containing high solids content.

3. The disc shall be of one-piece construction and connected to the shaft with a disc arm and two pivot pins to provide pivot action to allow self-adjusting seating at all pressures. Discs shall be convex shape for lift stabilization and strength.
4. Metal seated valves shall have aluminum bronze seats.
5. Resilient seated valves shall have a disc seat of a resilient material with integral O-ring type sealing surface for drop tight shut-off at high and low pressures and for easy replacement in the field without removing the valve from the line.
6. The shaft seals shall be a replaceable lead free bronze O-ring cartridge type.
7. Valves shall be factory equipped with a lever and weight assembly. The lever shall be equipped with three holes for adjusting the bolted weight assembly. The 8 inch valves shall have one weight and one lever assembly; 14 in. and larger valves shall be factory equipped with two lever and weight assemblies. When the valve is closed, the lever and weight shall be located 30 degrees below horizontal.

E. MATERIALS

1. The valve body, cover and disc shall be constructed of ASTM A536 Grade 65-45-12 ductile iron.
2. The exterior and interior of the valve shall be coated with an NSF/ANSI 61 approved fusion bonded epoxy coating.
3. The removable body seat and integral metal disc seat shall be constructed of aluminum bronze C95400.
4. Resilient seated disc seat shall be precision molded Buna-N (NBR), ASTM D2000-BG. When specified, optional seat material includes EPDM.
5. The disc arm and external levers shall be ASTM A536 Grade 65-45-12 ductile iron.

F. MANUFACTURE

1. Manufacturer shall demonstrate a minimum of five (5) years' experience in the manufacture of swing check valves.
2. All valves shall be hydrostatically and seat tested per AWWA C508 to demonstrate zero leakage and structural integrity. When requested, the manufacturer shall provide test certificates, dimensional drawings, parts list drawings, and operation and maintenance manuals.
3. Swing Check Valves shall be as manufactured by Val-Matic ® Valve & Mfg. Corporation, Elmhurst, IL USA or approved equivalent.

2.5 RUBBER SPOOL EXPANSION JOINTS

- A. Expansion joints shall be a 12 inch diameter, 8 inch in length, rubber spool type of a single, open wide arch. Arches to be filled instead of open to prevent sediment accumulation and minimize wear in applications with more than 20% solids.
1. Joint construction shall consist of an elastomer tube and cover, reinforced with a suitable woven fabric and steel rings support. Tube and cover material of EPDM will be required.
 2. Expansion joints ends shall be flanges drilled to 150# class standards, and be full rubber faced and integral to the body. Split flange backing rings of 316SS shall be provided.
 3. The specific movements may be listed, but normally vary by diameter. If used as a pump or other equipment flexible connector where vibration is a major concern, a sphere type rubber joint shall be used .Expansion joints shall be capable of accommodating piping system and equipment movements of a minimum offset of ½ inch and vibration as needed
 4. Backing rings and control units are to be provided in 316SS due to existing aggressively corrosive external environments. Both backing rings and control units should be the same material, as they are exposed to the same environment. Control units with tie rods of 316SS shall be included to prevent overextension of the expansion joints from pressure thrust loads. Provide a minimum of 4 control units of the control rods shall be sufficient for the maximum system test pressure.
 5. Expansion joints shall be Flexicraft Industries, Ultraspool or approved equivalent

2.6 DUCTILE IRON WASTEWATER SPOOL-SPACER AND FITTINGS

A. DESCRIPTION

1. Provide ductile iron wastewater spool - spacer pipe and fittings for proposed Wastewater Pumping discharge system complete as shown on the Drawings and specified herein.
2. Pipe shall be tested at 150 psi unless specified otherwise.

B. MATERIALS

1. Ductile Iron Pipe & Fittings

- a. Pipe shall be Class 53 Ductile Iron Pipe with flanged joints conforming to AWWA C115, pressure class 250.

2. Fittings shall possess flanged joints in accordance with the following:

- a. For test pressures 250 psi and under: Standard per AWWA 153 (short body) or AWWA C110 (standard) rated with a working pressure of 250 psi.
- b. For test pressures above 250 psi: Standard per AWWA C110 with special gaskets resulting in a working pressure rating of 350 psi.

3. Coatings and Linings:

- a. All interior surfaces of pipe and fittings shall be lined with Protecto 401 or approved equivalent "no double cement lined will be accepted". Protecto 401 shall be 40 mil DFT and applied in strict compliance to Manufacturer's specifications.
- b. Exterior surfaces of piping and fittings shall be prime coated and painted. All primers shall be NSF approved.
 - i. **Primer:** MAB Ponamid 54-G-161 at 4-6 mil DFT, or equivalent.
 - ii. **Intermediate:** MAB Ponamid 54-W-23 at 4-6 mil DFT, or equivalent.
 - iii. **Finish:** MAB Hippo-Poxy 65 series at 4-6 mil DFT, or equivalent.
 - iv. **Surface Preparation:** Near white blast per SSPC-SP-10

4. Gaskets, Bolts and Nuts:

- a. The number and size of bolts shall conform to the same American Standard as the flanges. Bolt studs and nuts shall be the same quality as the bolts. Bolts and nuts for flanged and flexible joints shall be provided as follows:
- b. Bolts, nuts, washers and studs: Type 316 stainless steel.
- c. Gaskets shall conform to ANSI/AWWA-C110/A21.10 for flanged joints and NSF certified.
- d. Gaskets for flanged joints shall be flat, full face 1/8" thick rubber gaskets.
- e. Gasket lubricants shall be water soluble and shall not have deteriorating effects on the pipe or rubber gaskets.

PART 3 EXECUTION

3.1. Shop Drawing Submittals

A. Shop Drawing Procedure

- 1. Shop Drawings and installation instruction manuals shall be submitted to the Authority for review and approval within thirty (30) calendar days of the issuance of the Notice to Proceed, but prior to fabrication.
- 2. Submittals shall be acted upon by the Authority and transmitted to the Contractor no later than ten (10) working days after receipt by the Authority. An electronic copy in pdf format shall be returned to the Contractor.
- 3. If major changes or corrections are necessary, shop drawings shall be returned to the Contractor, marked "Amend and Resubmit" with changes or corrections

indicated. The Contractor shall correct and resubmit the shop drawings within ten (10) business days of receipt by the Contractor of the request for resubmittal.

4. Delays caused by the need for resubmittals shall not constitute reason for an extension of contract time. A maximum of one (1) resubmittal of shop drawings for any specified equipment or system shall be allowed at no cost to the Contractor. Should additional resubmittals be required due to failure of the Contractor to furnish the complete information required to show conformance with the Contract Documents, the cost of such additional reviews by the Authority shall be borne by the Contractor and deducted from the Contract amount. The charge for additional reviews shall be \$80.00 per hour.
 5. If only minor changes or corrections are necessary or the shop drawings are acceptable as submitted, shop drawings shall be returned to the successful bidder marked "Make Corrections Noted" or "No Exceptions Taken". In either case, no further resubmittals are required; the equipment shall be released for production.
- B. All submittals shall indicate the name of the person to whom the shop drawing is to be sent. Submittals shall be transmitted to:
- Mr. George E. Hann, Jr, P.E.
Cape May County Municipal Utilities Authority
1523 US Route 9 North
Cape May Court House, New Jersey 08210
Email: hanng@cmcmua.com
- C. Contractor shall submit one (1) hard copy and one (1) pdf copy of each submittal.
- D. All hard copy submittals shall be bound in 3-ring binders with three (3) holes punched and arranged so holes do not destroy text or graphics. Pages shall be 8 ½" x 11" or 11" x 17" folded to fit 8 ½" x 11" binder. Binder shall include tabs for each section and have the project name, facility location and equipment description listed on the front cover.

E. Submittal Requirements

1. Shop drawings shall include drawings, diagrams, illustrations, catalog sheets, data sheets, schedules and other data for review and approval based on compliance with these specifications. Submittals shall show specifically the materials provided and call out all options and variations to the specifications. Shop drawing approval shall cover general features of the equipment, its arrangement and conformance with the specifications, however the Contractor shall still be responsible for details of design, dimensions and proper functioning of the equipment. No preapprovals for submittals will be given for alternate materials prior to bid opening.
2. **Mechanical submittals shall include the following:**
 - Certified shop and erection drawings showing all important details of construction, principal dimensions, pump design duty point, voltage, full load amps, wiring diagrams, itemized motor horsepower, dimensions and anchor bolts, check valves, expansion joints and pipe.
 - Certified test of the pump, plotted showing the results of gallon per minute vs. total dynamic head, pump efficiency, and brake horse power along the full operating range of the pump.

- Descriptive literature, bulletins, and/or catalogs of the equipment.
- Data on the characteristics, features, capacity and performance of the equipment.
- Total weight of the equipment including the weight of the single largest item.
- A complete total bill of materials for all equipment.
- List of spare parts supplied with contract.

3.2. Operations and Maintenance Manuals

- A. Prior to equipment delivery, Contractor shall provide three (3) hard copies and one (1) electronic copy in pdf format of the Operating and Maintenance (O&M) Manuals for each size pump proposed.
- B. O&M Manuals shall thoroughly address all items of equipment, components, options, accessories, and ancillary devices provided with equipment components. Manuals shall include all pertinent catalog cuts, installation instructions, parts lists, installation, operating and maintenance procedures for each component of the equipment supplied under this contract.

C. O&M Manuals shall include the following:

- Title page with project name, location, equipment model and manufacturer information.
- Table of Contents.
- Equipment introduction, description of each item of equipment and system addressed in the manual, including project specific equipment name plate, tag numbers and manufacturing date.
- Product data including complete technical data sheets for each item or product provided, identifying only provided options and accessories. Product data shall list complete model number as needed to order an exact duplicate.
- Installation procedure, including lifting instruction and storage recommendations.
- Maintenance operation for each item or product provided, identifying only provided options and accessories.
- General drawings showing all parts, assemblies, and sub-assemblies; arrangement and inter-relationship of all parts and equipment; controls and direction of flows.
- List of recommended and alternate consumables and expendables such as lubricants, bearings and filters.
- Copies of all information provided as part of the approved Product Data or Shop Drawing submittals.

3.3. Shipping, Handling and Delivery

- A. The cost of shipping shall be included in the unit prices bid for the equipment listed in the bid form. The Contractor shall be responsible for delivering all equipment without damage. The Contractor shall be solely responsible to ensure that the materials and equipment are delivered without damage and shall repair or replace any damaged materials and equipment to the Authority's satisfaction at the Contractor's expense.
- B. All equipment shall be shipped complete, except where partial disassembly is required by transportation regulations or for protection of components.
- C. Equipment shall be packaged at the factory prior to shipment to protect each item from damage during shipment and storage. Containers shall be protected against impact, abrasion, corrosion, discoloration and/or other damages. Clearly label contents of each container and provide information on the required storage conditions necessary for the equipment. All equipment shall be protected against weather conditions as recommended by the manufacturer.
- D. Contractor shall keep the Authority well informed of the equipment delivery schedule to ensure that the Authority is prepared for the acceptance of the equipment and the unloading of the equipment is properly coordinated. Cooperation shall be required to allow for the Authority to appropriately schedule the unloading of equipment to assist in delivery. Upon release of fabrication of the equipment, the Contractor shall provide continuous updates of the delivery schedule.
- E. At least seven (7) days prior to shipping of any equipment, written notice shall be provided to the Authority indicating the date of shipping, the name of the carrier and the bill of lading number, the estimated date of arrival, the number of packages and their weights, as well as, any special handling requirements. Provide written notice to George E. Hann, Jr., via email: hannge@cmcmua.com.
- F. The delivery location and authorized representative for this facility is listed in the Specific Instructions (Section III). Contractor shall ship equipment to the appropriate Facility in accordance with the delivery schedule listed below:
 - 1. **Delivery Schedule:** All pumps and motor equipment along with required appurtenances shall be delivered within one hundred eighty (180) days after the Notice to Proceed, however, no sooner than one hundred fifty (150) days after the Notice to Proceed.
- G. It is the Authority's intent to award the project on October 21, 2020 and issue the Notice to Proceed on November 2, 2020. Failure of the Contractor to satisfactorily execute and submit the necessary contract documents within ten (10) days of project award shall not alter the contract end date or the above delivery schedule.
- H. The Authority reserves the right to delay the delivery of the pump, motor and appurtenances equipment in the event that they are not prepared to accept delivery. The Contractor shall therefore be responsible for storing the equipment on behalf of the Authority. The Authority shall reimburse the Contractor for all storage fees up to a maximum of \$500 per month. Any storage costs in excess of \$500 per month shall be absorbed by the Contractor.

3.4. Installation

- A. Installation will be performed by the Authority utilizing "in-house" forces. The Authority shall assign a dedicated work crew to install the new pump, motor and appurtenances equipment. All equipment shall be installed in the existing pump station pump room through a 48-inch by 48-inch square clear opening in the first floor of the pump station building.

3.5. Start-up, Testing and Training

- A. Provide start-up, testing, and training for the operation and maintenance of the new equipment. The Contractor shall provide the services of a skilled and experienced representative of each manufacturer supplying equipment under this contract. The factory trained representative(s) shall be present at the jobsite for the installation inspection (to verify that the equipment has been properly installed), startup, testing, and training of the operating personnel.

- B. The Contractor shall provide start-up, testing and training services at each of the three (3) pumps. A factory representative shall be provided to satisfy the minimum requirements listed below. These requirements are exclusive of all travel time and the Performance Testing.

1. Pump and Motor

- Training – One (1) 4-hour work day; each of three (3) pumps;
- Start-up – One (1) 4-hour work day; each of three (3) pumps;

- C. The Authority will provide a minimum of fourteen (14) days' notice to schedule the manufacturer's services. All start-up, testing and training shall be completed within thirty (30) calendar days of the Authority providing notice to schedule the services.

D. Training Requirements

1. Contractor shall furnish all required labor, equipment and materials, including handouts, to train the Authority's personnel in the maintenance and operation of the proposed equipment. Training shall provide the Authority's personnel with sufficient information on the theory, operation, maintenance, repair and troubleshooting of the equipment and systems such that the equipment can be efficiently operated and maintained by said personnel upon completion of the training. Training sessions shall be separated into operations training and maintenance training.

2. Operations Training shall include the following:

- Overview of the equipment, and support systems covering nomenclature, function and theory of operation.
- General safety requirements of the operation of the equipment, and support systems.
- Start-up safety and equipment checks.
- Routine operational changes and the effects of such changes, such as pump starts and stops.

3. Maintenance Training shall include the following:

- General safety requirements for maintenance of equipment and systems.
- Preventive and corrective maintenance procedures to be followed.
- Specific procedures to cover expected adjustments and maintenance required to compensate for changes in alignment, clearances, calibration, etc., due to equipment wear. Include time frames to schedule work and time requirements to perform the work.
- Assembly or disassembly procedures required for preventive or corrective maintenance. Include time requirements for the completion of each performance relevant to the maintenance function.
- Trouble shooting guides for each piece of equipment.

E. Start-up and Testing Requirements

1. Contractor shall furnish all required labor, equipment and materials to test the operation of the equipment to demonstrate satisfaction with all the requirements of the Technical Specifications, including performance requirements, and make repairs, additions, modifications and/or adjustments to the mechanical components and controls as needed to bring the equipment into satisfactory operation at no additional cost to the Authority. Testing procedures shall consist of Start-up Testing and Performance Testing.
2. **Start-up Testing:** The purpose of this testing is to demonstrate the correctness of installation and operation of the equipment as it is initially loaded and brought on-line. Start-up testing requirements are as follows:
 - Acceptance is contingent on the continuous and correct operation of the equipment for the duration of the test. Any stoppage of the test resulting from mechanical, shall be grounds to reject all start-up test results prior to the stoppage.
 - Testing shall not commence until the Authority's Engineer is onsite to witness the testing.
 - Testing shall demonstrate the correctness of the installation and operation of the equipment with regards to the actual day to day operational demands.
 - Testing shall provide a demonstration of the operational, protective and diagnostic functions of the equipment.
 - Document the start-up testing and provide to the Authority a written report which includes all data necessary to evaluate the equipment start-up and operation. The report shall cover the pump performance, voltage, amperage and discharge pressure. The report shall certify that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchorage, and has been operated under full load conditions and that it operates satisfactorily. The

results of any failed tests shall be included along with a description of the corrective action taken.

3. **Performance Testing**: Consistent predictable and reliable performance shall be demonstrated during the testing period. Performance testing shall be deemed successful and complete only if all the following conditions are met:
- Testing occurs after all start-up testing has been successfully completed and approved by the Authority.
 - All performance criteria as specified in this Section IV are met.
 - All equipment operates as designed throughout the eight (8) hour test period.
 - The manufacturer's representative reviews the data and reports obtained during performance testing and responds to any discrepancy, error or potential problem identified in this data.
 - A written memorandum is submitted to the Authority summarizing the results of the Performance Testing and indicating that the performance criteria has been met.
 - The overall operation, performance and reliability of the equipment meets the approval of the Authority. The Authority's Engineer shall have the sole and final responsibility for evaluating test results and determining if the testing was adequate.

3.6. **Performance Guarantee**

- A. The Contractor shall warrant to the Authority that the supplied equipment shall achieve the performance requirements specified in this Section. Contractor's obligations under the Performance Guarantee shall be deemed fully satisfied upon demonstration that all target values of the performance requirements have been met and the Performance Testing has been successfully completed, as defined above in Section 3.5.E.3.
- B. If the Contractor is in breach of the Performance Guarantee, they shall:
1. Make modifications to the pumping system in an effort to meet the specified performance requirements at no cost to the Authority. Upon completion of the system modifications, the Contractor shall commence a new performance test. The manufacturer shall be permitted a total of three (3) attempts to make modifications to the pumping system to satisfy the Performance Guarantee. After making three (3) attempts to modify the pumping system, the Contractor shall be required to replace the pumps at no cost to the owner. Modifications that result in additional costs to the Authority, including operational and maintenance costs, shall not be acceptable.

3.7. **Warranty**

- A. All equipment supplied under this contract shall be warranted on materials, workmanship and performance by the respective manufacturer for a period of two (2) year under normal use and the stated service conditions. The warranty period for each pumping system shall begin upon the date of the Authority's acceptance of the onsite Performance Testing.

- B. All equipment shall be new and unconditionally guaranteed/warranted to meet or exceed the design and performance criteria detailed in PART 2 of this specifications. Warranty shall include all parts, equipment, labor, shipping costs and travel expenses for a factory trained representative and/or authorized repair facility. During the guarantee/warranty period, if equipment or components should fail due to a defective part, the part shall be replaced at no expense to the Authority, or equipment shall be returned to the manufacturer or a repair facility. There shall be no charge to the Authority for parts, repair labor or shipping to and from the authorized repair facility. Exceptions taken to this requirement by the Bidder shall deem the bid non-responsive. All costs incurred for removal and replacement of the pump incurred to the CMCMUA will be charged to the Contractor.

PART 4 PAYMENT

4.1 General

- A. The bid form lists several line items on which the bidder shall present their costs to furnish and deliver the specified equipment. These items shall be all inclusive of the work that is required as specified herein. For work that is not specifically listed as part of a line item, but required to complete the scope (for example but not limited to shop drawings, start-up and training), payment shall be made as part of the various line items in the bid form.
- B. All costs to provide insurance, bonds and other initial expense as required as part of these contract documents shall be included in the various line items in the bid form.
- C. All costs associated with adhering to the delivery schedule and requirements location shall be included in the various line items in the bid form.
- D. All costs, including travel expenses, associated with providing a factory trained representative for the start-up, testing and training of the specified equipment shall be included in the various line items in the bid form. No separate payment shall be made.
- E. Payment for the furnishing and delivery of the specified equipment shall be based on the following schedule for each unit Pay Item 1 through 3 Pay Item 4 will be paid for upon successful completion of startup and training and submittal of all required reports:
- 20% Release for Fabrication
 - 80% Equipment Delivery

4.2 Bid Items

A. Item 1. Furnish and Delivery of End Suction Vertical Coupled Immersible Pumps

This unit price pay item shall include, but not be limited to the furnishing, delivery, and all appurtenances required to provide a fully functional system for each the pump. Shop drawings, shipping/delivery to the site from the origin of fabrication, and spare parts shall be included.

B. Item 2. Furnish and Delivery of 125 Horse Power Immersible Motor, Premium Efficiency.

This unit price pay item shall include, but not be limited to furnishing, delivery of a 125 HP Immersible Premium Efficiency Motor, power cables, control and monitoring cables and all appurtenances required to provide a fully function system for each pump motor. Shop Drawings, shipping/delivery to the site from the origin of fabrication shall be included.

C. Item 3. Furnish and Delivery of Appurtenances

This unit price pay item shall include, but not be limited to furnishing, delivery of all spool pieces, spacer flanges, rubber expansion fittings, check valves and associated materials such as bolts, nuts, washer, gaskets etc.

D. Item 4. Start Up, Testing, Training and Warranties.

This unit price pay item is to provide a manufacturers presentative to assist in the onsite startup service and onsite training of each pump as they are installed. Included shall be the O&M Manuals, Certified Pump Testing, Certified Motor Testing, Vibration Testing, Warranties and Start Up Reports. This item shall have a minimum bid amount of \$ 4,000.00 per unit which extends to a total of \$ 12,000.00.

(END OF SECTION)

Appendix 1

List of files on C.D.

- 1. Ocean City 32nd Street Existing Pump**
- 2. Basis of Design 32nd St-Variable –Min-Imp.**
- 3. Basis of Design 32nd St-Constant –Min-Imp**
- 4. OC PS Pump Station Record Drawings**
- 5. General Arrangement Plan 1 of 2**
- 6. General Arrangement Plan 2 of 2**

**The Agreement Form Included in this Bid Package
Is Provided as a Sample**

**The Original Agreement Form
Will be sent to the Successful Bidder
Upon Board Approval**

**SAMPLE
AGREEMENT**

THIS AGREEMENT, made effective as of the ____ day of _____, 20__, by and between the Cape May County Municipal Utilities Authority, 1523 U.S. Route 9 North, Cape May Court House, New Jersey 08210, hereinafter called "AUTHORITY" or "CMCMUA" and _____, hereinafter called "BIDDER" or "CONTRACTOR".

WITNESSETH, that whereas the AUTHORITY intends to enter into this Agreement with _____ in accordance with the Specifications and Bid Documents which are part of this Agreement and are binding on both parties as if all terms and conditions contained in the Contract Documents are set forth in full in this Agreement.

CONTRACT OC-EQUIP-23-20

**Furnishing and Delivery of Three (3) Immersible Pumps
for 32nd Street Station**

Item	Description	Quantity	Units	Unit Price	Extended Price
1	Furnish and Delivery of End Suction Vertical Coupled Immersible Pumps	3	UN	x \$ x x x x x	= \$ x x x x x
2	Furnish and Delivery of 125 Horse Power Immersible Motor, Premium Efficiency	3	UN	x \$ x x x x x	= \$ x x x x x
3	Furnish and Delivery of Appurtenances	1	LS	\$ x x x x x	= \$ x x x x x
4	Start Up, Testing, Training, and Warranties Minimum Bid Amount of \$4,000.00 per unit	3	UN	x \$ x x x x x	= \$ x x x x x
Total Amount Bid (Sum of Item Nos. 1 through 4)					= \$ x x x x x
x x					

(Total Amount Bid in Words)

CONTRACT TIME

Specified materials and equipment shall be delivered to the specified location within one hundred eighty (180) calendar days of the Notice to Proceed.
All startup, testing and training shall be completed within thirty (30) calendar days of the Authority providing notice to schedule such services.

The delivery location and authorized representative is listed in the Specific Instructions (Section III). Contractor shall ship equipment, delivery charges included, F.O.B. Destination, to the appropriate Wastewater Treatment Facility.

LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time duration specified schedule and the equipment is not delivered in accordance with the delivery schedule, plus any extensions thereof allowed in accordance with Item 21 of the General Instructions to Bidders. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed and the equipment is not delivered on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not as a penalty) the CONTRACTOR shall pay the OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time period specified that the equipment is not delivered and startup, testing is not completed. Liquidated damages will be individually assessed based on the facility location and consider both the delivery schedule and total contract duration.

SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall incur to the benefit of and be binding upon the Authority and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Authority nor the Contractor shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names:

**CARE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

x x x x x x x

Assistant Corporate Secretary

BY:

x x x x x x x x

(SEAL)

x x x x x x x x

(Name and Title)

[NAME OF CONTRACTOR]

ATTEST:

x x x x x x x x

BY:

x x x x x x x x

(SEAL)

x x x x x x x x

(Name and Title)

BID COMPLIANCE FORMS TO BE SUBMITTED WITH BID

BIDDER'S CHECKLIST
Contract OC-EQUIP-23-20

All of the items listed below are applicable to this Bid and are to be submitted at the proper times as instructed below. **Original signature documents must be submitted.** Electronic, scanned, or any other form of signature shall not be accepted. Signatures shall be in ink.

- All items (X'd) below shall be initialed and submitted with your Bid Proposal.
NOTE: Failure to submit (X'd) items shall be cause for your Bid Proposal to be rejected.
- All items not (X'd) shall be submitted prior to the time indicated.
NOTE: Although it is not mandatory to submit items not (X'd) with your Bid Proposal, it is preferred for these items to be submitted with your Bid Proposal.
- Initial each item submitted with your Bid Proposal.

Items (X'd) Required with Bid Proposal		Initial each item submitted with Bid
X	Bidder's Checklist	
X	Bid Guarantee in the form of a Cashier's Check, Certified Check or Bid Bond	
X	Statement of Ownership Disclosure	
X	Non-Collusion Affidavit (Must be Notarized)	
X	Disclosure of Investment Activities in Iran	
X	Equipment Conformity Certification	
X	Proposal Form(s)	
X	Addenda Acknowledgement Form	
	N.J. Business Registration Certificate (Must be submitted prior to award)	
	IRS Form W-9 (Must be submitted prior to award)	
	Insurance Certificate(s) (Must be submitted prior to execution of agreement)	
	Mandatory Affirmative Action (Must be submitted prior to execution of agreement)	

The undersigned hereby acknowledges and has submitted all required items, as noted (X'd) above.

Company Name: _____

PERSON WHO PREPARED PROPOSAL:

Name: _____
(please type or print)

TITLE: _____

Telephone Number: (_____) _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I: Check the Box that Represents the Type of Business Organization:

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

Part II:

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

Please attach additional sheets if more space is needed:

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III: Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members listed in Part II

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

Please attach additional sheets if more space is needed.

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

Please attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Cape May County Municipal Utilities Authority ("CMCMUA") is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with CMCMUA to notify the CMCMUA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the CMCMUA, permitting the CMCMUA to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Cape May

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
(title of bid proposal)

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

the statements contained in said Proposal (and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this _____ day of _____,
_____, 20____.

Signature (Notary)

Signature (affiant)

(Type or print name of affiant under signature)

Notary public of State of _____

My Commission expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the bid being rendered as non-responsive and appropriate penalties, fines and/or sanction will be assessed as provide by law.

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

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

NAME: _____	Relationship to Bidder _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date: _____
Bidder Contact Name _____	Contact Phone Number _____

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

Name of Bidder (Company): _____

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

EQUIPMENT CONFORMITY CERTIFICATION

Manufacturers shall meet all performance and design requirements listed in Section IV of the Technical Specifications. The Owner reserves the right to reject all manufacturers named by the Bidder whose products do not meet the requirements of the specifications or those listed in the Conformance Certification Checklist and Manufacturer's Experience listing.

Listed Equipment Manufacturers

The undersigned proposes to furnish the following equipment contingent upon its conformity to the Specifications and its review by the Owner. The Manufacturer's name must be stated. Use of the words "as specified" or similar wording shall not be acceptable in lieu of a manufacturer's name. Only one manufacturer's name shall be listed. If the Bidder names more than one manufacturer, the Owner will consider only the name of the first manufacturer listed. If listed equipment is indicated to be furnished by a manufacturer not specified, the Owner in no way implies acceptance of such listed equipment by acceptance of the Bids.

Indicate the manufacturer and model number for the equipment to be supplied under this contract:

Equipment	Manufacturer	Model No.
<i>End Suction Vertical Coupled Immersible Pump</i>		
<i>125 Horse Power Immersible Motor, Premium Efficiency</i>		

Conformance Certification Checklist

Indicate compliance or non-compliance for the proposed equipment by checking the appropriate box. Any information listed in the Conformance Checklist that is deemed not accurate or untrue will result in the disqualification of the bid.

Description	Yes	No
Vendor Requirement: <i>All equipment specified under this contract is furnished by a single vendor who shall be responsible for the design, coordination, and the satisfactory operation of the system.</i>		
Experience Requirement: <i>Each Equipment Manufacturer has been engaged in the design, fabrication, testing, start-up and service of the proposed equipment for a period of not less than ten (10) years and has no fewer than ten (10) installations on similarly-sized municipal wastewater pumping facilities that have been in operation for at least five (5) years.</i>		
Delivery Schedule: <i>Each Equipment Manufacturer shall deliver the proposed equipment to the appropriate facility and is able to meet the delivery schedule listed in Section IV of the Technical Specifications.</i>		
General Arrangement: <i>All equipment shall be able to pass through a 48 inch by 48 inch clear access open within the existing pump station buildings without any modification to the existing structure nor the equipment. No concrete style pedestals shall be permitted ,</i>		
Performance Requirement: <i>Equipment Manufacturers shall meet all performance requirements listed in Section IV of the Technical Specifications, including Pumping Rate, Horse Power and associated Total Dynamic Head</i>		

Manufacturer's Experience – Immersible Pumps and Motors

Complete the experience list for the pumping equipment to be supplied under this contract. Manufacturer shall supply at minimum ten (10) installations on similarly-sized municipal wastewater pumping facilities that have been in operation for a minimum of five (5) years. Each of the listed installations shall include a single unit that is capable of operating at the minimum performance rate, horse power, and total dynamic head conditions listed in Section IV and has an equal number of per unit as the proposed equipment.

Site Name/Location	Pumping Rate / TDH/RPM	Pump Model No. & Horse Power	Date of Install	Site Contact	Phone Number

(WE) (I), the undersigned agree that the Manufacturers named above will furnish the listed equipment and all information listed in this document is accurate and factual. Failure to submit this form and meet the requirements listed in the checklist shall result in rejection of said Bid Proposal. Any information that is deemed not accurate or untrue will result in the bid being deemed non-responsive and will not be evaluated for award.

Name: _____
(Type)

Title: _____

Name: _____
(Sign)

Date: _____

PROPOSAL

TO: The CMCMUA Board of Commissioners

Commissioners:

The Undersigned hereby declares the Contract Documents have been carefully read and (he) (she) (they) fully understand the Specifications and Instructions to Bidders, and will strictly adhere to all the terms and conditions, if awarded a contract therefore.

CONTRACT OC-EQUIP-23-20

**Furnishing and Delivery of Three (3) Immersible Pumps
for 32nd Street Station**

BID ITEMS

Item	Description	Quantity	Units	Unit Price	Extended Price
1	Furnish and Delivery of End Suction Vertical Coupled Immersible Pumps	3	UN x	\$ _____	= \$ _____
2	Furnish and Delivery of 125 Horse Power Immersible Motor , Premium Efficiency	3	UN x	\$ _____	= \$ _____
3	Furnish and Delivery of Appurtenances	1	LS x	\$ _____	= \$ _____
4	Start Up, Testing, Training, and Warranties Minimum Bid Amount of \$4,000.00 per unit	3	UN x	\$ _____	= \$ _____
Total Amount Bid (Sum of Item Nos. 1 through 4)					= \$ _____

(Total Amount Bid in Words)

CONTRACT TIME

Specified materials and equipment shall be delivered to the specified location within one hundred eighty (180) calendar days of the Notice to Proceed.
All startup, testing and training shall be completed within thirty (30) calendar days of the Authority providing notice to schedule such services.

The delivery location and authorized representative is listed in the Specific Instructions (Section III). Contractor shall ship equipment delivery charges included, F.O.B. Destination, to the appropriate Wastewater Treatment Facility.

LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time duration specified schedule and the equipment is not delivered in accordance with the delivery schedule, plus any extensions thereof allowed in accordance with Item 21 of the General Instructions to Bidders. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed and the equipment is not delivered on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not as a penalty) the CONTRACTOR shall pay the OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time period specified that the equipment is not delivered and startup, testing is not completed. Liquidated damages will be individually assessed based on the facility location and consider both the delivery schedule and total contract duration.

PROPOSAL MUST BE SIGNED IN INK

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Print or Type

Telephone Number

Date

E-Mail Address

Acknowledgement of Receipt of Addenda

CONTRACT OC-EQUIP-23-20

Furnishing and Delivery of Three (3) Immersible Pumps for 32nd Street Station

This form must be submitted with the Bid whether or not Addenda were issued. If no addenda were issued, check the "No Addenda were Received box" and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)

No Addenda Were Received

Company Name: _____

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

BID COMPLIANCE FORMS TO BE SUBMITTED PRIOR TO AWARD, OR SOONER

New Jersey Business Registration Certificate

Attach a copy of the required Business Registration Certificate(s) to this form, and if applicable, a Business Registration Certificate for Subcontractors at all tiers. No contract may be awarded without a valid New Jersey Business Registration Certificate. This certificate must be submitted prior to award.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME: DJ'S PAINTING LOCAL INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 22-12345678	SEQUENCE NUMBER: 1000052	
ADDRESS: 123 INDUSTRIAL WAY CAPE MAY, NJ 08204	ISSUANCE DATE: 09/18/04	
EFFECTIVE DATE: 05/01/89	FORM-BRC(08-01)	<small>Director It must be conspicuously displayed at above address</small>

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	DJ'S PAINTING LOCAL INC.
Trade Name:	
Address:	123 INDUSTRIAL WAY CAPE MAY, NJ 08204
Certificate Number:	0123456789
Effective Date:	November 14, 2014
Date of Issuance:	November 18, 2014
For Office Use Only:	3246561325784301576

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
OR											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

**BID COMPLIANCE FORMS TO BE SUBMITTED PRIOR TO
EXECUTION OF AGREEMENT, OR SOONER**

Insurance Certificate(s)

Please attach an Insurance Certificate(s) per the instructions in Section III, Specific Instructions, providing the minimum coverage indicated and naming the Cape May County Municipal Utilities Authority as "additional Insured". This certificate must be submitted prior to execution of an agreement.

Insurance Certificate

Mandatory Affirmative Action

Please attach the Mandatory Affirmative Action documentation as required per Section II, General Instructions to Bidders, Item 6. This documentation must be submitted prior to execution of an agreement.

Mandatory Affirmative Action