

**REVISED REQUEST FOR QUALIFICATIONS FOR VENDOR TO
CONDUCT
AN EVALUATION OF THE CURRENT INFRASTRUCTURE
AND RECOMMENDING INNOVATIVE
SOLUTIONS THROUGH MONETIZATION

CUMBERLAND COUNTY UTILITIES AUTHORITY**

SUBMISSION DEADLINE

JUNE 15, 2021

2:00 P.M.

**ADDRESS ALL PROPOSALS TO:
Gregg L. Zeff, Esq.
R. Todd Edwards**

**CUMBERLAND COUNTY UTILITIES AUTHORITY
ATTN:
333 Water Street
Bridgeton, NJ 08302**

LEGAL NOTICE

SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS FOR VENDOR TO CONDUCT AN EVALUATION OF THE CURRENT INFRASTRUCTURE AND RECOMMENDING INNOVATIVE SOLUTIONS THROUGH MONETIZATION

NOTICE IS HEREBY GIVEN that pursuant to the New Jersey Public Contracts Law competitive contracting process, N.J.S.A. 40A:11-1, et seq., sealed proposals will be received by the **Cumberland County Utilities Authority (“CCUA”)** for a **Vendor to Conduct** an evaluation of the current infrastructure and recommending innovative solutions through monetization. The CCUA is undertaking this review and study in consideration of entering into important contracts to support funding and implementation of a long-term comprehensive program to improve its infrastructure and potential expansion of services as provided under law. Copies of the Request for Qualifications are available at the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302 or on-line at <https://ccua.info/>.

Proposals must be submitted to the Executive Director’s Office, 333 Water Street, Bridgeton, New Jersey 08302. The deadline for receipt of proposals is **2:00 p.m. on June 15, 2021**. Any proposals received after said deadline, whether by mail or otherwise, will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFQ clearly marked on the outside of the envelope. Proposals may not be faxed or transmitted over the telephone.

Responses shall consist of one original, ten (10) paper copies, and two flash drives, each containing a single file in PDF format of the Request for Qualifications (“RFQ”). All responses are to be clearly marked labeled with the Respondent’s name, address, project name and date of response. The CCUA takes no responsibility for the expenses of developing, submitting, and presenting the Respondent’s proposal.

The CCUA assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received by the CCUA later than the above referenced scheduled deadline.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals. Final selection of firm(s) shall be made by formal resolution of the Commissioners of the CCUA.

The CCUA reserves the right to accept or reject any or all proposals submitted in the best interest of the CCUA. The CCUA further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the CCUA. Proposers are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and P.L. 77, c. 33.

This Request for Qualifications is a fair and open process to obtain competitive proposals from which the CCUA may choose contractors that best meet the CCUA’s needs based on

the evaluation criteria included within the specifications. The CCUA intends to award any contract for these services pursuant to N.J.S.A. 40A:11-1, et seq.

This proposal is being solicited through a competitive contracting process in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq. The Project requires bidders to, among other things, adhere to requirements applicable to public works contracts such as the Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq); the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48) and the Business Registration Act (P.L. 2004, c. 57); Equal Employment Opportunity Laws and Regulation, Americans With Disabilities Act of 1990, P.L. 2004, C19; the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44-A-20.4 et seq) and the New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44A-1 et seq).

All respondents must comply with P.L. 2001, c.134 & P.L. 2004, c.57 and must submit a copy of their New Jersey Business Registration Certificate that is issued by the New Jersey Department of Treasury, Division of Revenue with the RFQ. To obtain further information regarding the Certificate, visit the State's Website at www.state.nj.us/treasury/revenue/busregcert.htm or by calling them at (609) 292-1730.

Any business entity that receives in a calendar year \$50,000 or more in aggregate compensation from contracts with a public entity, must annually file with the Election Law Enforcement Commission (ELEC), a political contribution report by a deadline to be established by ELEC, reporting all contributions made to candidates or candidate committees, for a public office that has ultimate responsibility for the awarding of public contracts. ELEC will post the new disclosure form, filing deadline, and disclosure guidelines on their Web site: www.elec.state.nj.us.

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GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

CUMBERLAND COUNTY UTILITIES AUTHORITY
333 Water Street
Bridgeton, NJ 08302

CONTACT PERSON (S)

Name: Gregg L. Zeff, Esq.
Email:
gzeff@glzefflaw.com
Telephone: 856-778-9700

1.0. PURPOSE

The Cumberland County Utilities Authority is considering entering into one or more innovative delivery contracts to support the funding and implementation of a comprehensive program to improve its infrastructure. To be considered for evaluation, Respondent shall adhere to the RFQ specific instructions provided herein and below. This solicitation may or may not be part of a multi-step procurement process that has not been fully defined at this time.

The CCUA is contemplating entertaining the potential for the Private Sector to assess the current Water and Sewer Systems utilities and financial health via a long-term concession or purchase or a combination of both. Currently, there is a desire to ensure the CCUA has the financial resources to address future capital needs County-wide.

This RFQ seeks responses from local and national private sector service providers that offer innovative solutions for funding and implementing an affordable and sustainable asset management program for the County infrastructure. Responses to this RFQ may be used by the CCUA to formulate an implementation program that will commence in late 2021 or early 2022.

2.0. RFQ PROCUREMENT SCHEDULE

The anticipated timetable for this request for qualifications process is as follows. These dates are subject to change.

Activity	Estimated Date
RFQ Released	5/26/21
RFQ Deadline	6/15/21

Notice of Proposed Award	6/17/21

3.0. COMPLIANCE WITH LAWS

The CCUA is established under authority of the State of New Jersey.

The successful firm(s) shall comply will all applicable federal, state, and local statutes, rules, and regulations. The successful firm shall also obtain all necessary permits, inspections and approvals from all local, state, and federal agencies as may be required by law.

4.0. SCOPE OF SERVICES TO BE PROVIDED

The CCUA solicits proposals from qualified vendors/firms to undertake an extensive study and evaluation of current services provided for the implementation of a comprehensive infrastructure improvement program and for the future funding of these programs. Through this process the CCUA is seeking a vendor/firm that will provide the following services:

- A. The scope of work will include a team of experts in the industry that will work with the CCUA representatives to design a program to allow the CCUA to leverage private sector expertise to plan, engineer, finance, construct, and operate water and wastewater infrastructure improvements.
- B. The identification and selection of the most critical projects and to establish a sustainable long-term asset management program.
- C. Perform the necessary analysis to accelerate the delivery of work in efficient time frames rather than the delays that are a result of the design-bid-build approach.
- D. The creation to establish of a more efficient and streamlined permanent process.
- E. Describe any policies or programs that are available or would be implemented that would assist homeowners in any areas that are economically challenged.
- F. The ability to establish a program in order to secure the necessary maintenance of the programs and supplies and future expansion with a minimal impact upon the environment and communities affected.
- G. Provide policy review and institute programs that would assist in providing the CCUA services to homeowners and individuals in economically challenged areas.
- H. Provide the best method of compensation for the Authority, taking into account as part of the evaluation the following:

- (1) Balance approach taking into consideration the needs of the CCUA, its rate

payors, and the Proposer.

- (2) Provide an economic evaluation that will specifically consider the valuation of the facilities to be leased or purchased, compensation to the CCUA, risks associated to both the Proposer and the CCUA, costs escalation, and rate increases, etc.
- (3) Provide an overview of the CCUA as to the benefits of proceeding with a goal to improve the present and future stability of the CCUA.
- (4) Provide options to the CCUA through the monetization process that will provide it with the ability to provide future services.
- (5) Provide options for a proposal for a reduction/freezing of current rates.
- (6) Provide options for any other services or recommended services that could be provided through a relationship with your organization.

5.0. GOALS

The CCUA is committed to the continuation of cost-effective sewer and water service for its rate payors and to the community in general. The demands placed upon the systems are continuous and use along with the need to our time and repair the infrastructure. The goal of this process is to request an evaluation by experts in the field to provide an objective assessment of our current and future needs with careful analysis and consideration of the costs associated with same. Based upon this rare opportunity and a rigorous vetting process we will hopefully be in a position to sustain our current infrastructure as well as generate significant funds to be used for future improvement and expansion projects.

6.0. QUESTIONS AND COMMUNICATIONS

Any questions regarding any aspect of the RFQ or potential project that the Provider may have shall be directed to Gregg L. Zeff, CCUA Solicitor in writing and will be responded to in a timely fashion.

7.0. MODIFICATIONS AND CLARIFICATIONS

The CCUA may modify the RFQ at any time prior to the RFQ due date, by issuance of a written addendum to all Providers who are participating in the process. The CCUA may also cancel, delay, or suspend this solicitation at its sole discretion.

8.0. SELECTION CRITERIA

The evaluation of each response to this RFQ will be based upon the requirements set forth in the solicitation and addenda thereto. At the sole discretion of the CCUA, the top Proposers may be invited for follow-up discussions, clarifying questions, and to provide an oral

presentation. Consideration of the proposals will include, but not be limited to, the following factors:

- A. Technical proposal and evaluation process.
- B. Approach, methodology for developing a plan and ability to adhere to proposal timelines.
- C. Quality and thoroughness of illustrative approach for execution of the plan.
- D. Past performance qualifications.
- E. Cost analysis and proposal.
- F. Any other relevant factors.

The CCUA reserves the right to award the contract to the firm or vendor whose proposal is deemed in the best interest of the CCUA and the community as a whole.

9.0. PERMITS AND LICENSES

The successful bidder shall be responsible for obtaining any permit, license, or approval from governmental agencies.

10.0. PROCEDURE FOR RESPONDING TO REQUEST FOR QUALIFICATIONS

10.1 Submission of Proposal

Each proposal must furnish all information requested by this RFQ in the format specified. Promotional literature and other documents will not be considered as part of the evaluation.

The Proposer shall submit one (1) unbound original with original signatures marked "ORIGINAL" and ten (10) complete and exact copies unbound of the original marked "COPY" as well as two electronic copies on a flash drive.

The CCUA shall not be liable for any cost associated with the development, transmittal, or presentation of any Proposals submitted in response to this RFQ. It shall be the individual/firm's responsibility to review and verify the completeness of its Proposal.

All responses must be submitted in sealed envelopes bearing on the outside the name of the proposer, their address and "REQUEST FOR QUALIFICATIONS FOR VENDOR TO CONDUCT AN EVALUATION OF THE CURRENT INFRASTRUCTURE AND RECOMMENDING INNOVATIVE SOLUTIONS THROUGH MONETIZATION."

Responses must be addressed to the attention of:

CUMBERLAND COUNTY UTILITIES AUTHORITY
ATTN:Gregg L. Zeff
R. Todd Edwards
333 Water Street
Bridgeton, NJ 08302

If an addendum is necessary, one will be compiled and disseminated to all agencies at a date to be determined. No additional information of a proprietary or competitive nature will be made available prior to the RFQ deadline. Addenda/revisions to the RFQ shall be provided to all firms who have received this RFQ and shall be placed on the CCUA website.

10.2 Proposals forwarded through the mail

Must contain the following statement on the envelope:

“THIS IS A SEALED RESPONSE TO REQUEST FOR QUALIFICATIONS AND SHALL NOT BE OPENED AND READ UNTIL JUNE 15, 2021 AT 2:00 P.M.BY THE CCUA.”

The CCUA will not assume responsibility for proposals not delivered in person to the CCUA at the opening.

10.3 Receipt of Proposals

Incomplete proposals or proposals submitted after the above specified date and time will be rejected. Oral, facsimile, telegraphic, or electronic proposals will not be accepted as fulfilling the requirements.

10.4 Multiple Proposals not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

10.5 Optional Pre-Proposal Conference

A pre-proposal conference may be held at the option of the CCUA. If a pre-proposal conference is scheduled the CCUA will provide a date and time to be determined.

10.6 Addenda/Revisions to Request for Qualifications

Addenda/revisions to the Request for Qualifications shall be provided to all firms who have received this RFQ and shall be placed on the CCUA’s website.

11.0. PROPOSAL FORMAT

To assure consistency, responses shall include the following:

1. Letter of Interest: Proposers shall submit a Letter of Interest signed by a person authorized to contractually bind the party.
2. Proposal Summary: Proposers shall summarize their proposal on a single sheet of paper and include it as part of their overall proposal.
3. Financial Impact: Proposers should outline the overall current and future financial benefits to the CCUA and define all associated risks.
4. Qualifications: Proposers should describe their company's organization, financial standing including revenues and profitability, industry, and relevant experience.
5. CCUA Interests: Proposers should describe proposed relationships with the CCUA, the overall non-financial benefits to the CCUA, any obligations or responsibilities required of the CCUA and a long-term view of the comprehensive and infrastructure program.
6. Benefits to ratepayers including those in economically disadvantaged areas.
7. Photograph or other illustration, including any associated narrative that confirms the proposer's ability to implement and sustain a long-term comprehensive infrastructure program
8. References shall be provided by the Proposer as to past

projects. **12.0. OBLIGATION OF THE RESPONDENT**

At the time of the opening of responses, each respondent will be presumed to be thoroughly familiar with the specifications and documents, including the addenda, and if applicable, conducted a thorough review of the assets and liabilities of the CCUA. The failure or omission of any vendor to examine any form, instruction or document shall in no way relieve any respondent from any obligation with respect to this RFQ.

13.0. TAXES

The CCUA is established under authority of the State of New Jersey and is entitled to exemption from State, Federal and Local taxes.

14.0. SUMMARY

Candidates must be cognizant that the CCUA is a public entity in the State of New Jersey and the County of Cumberland. As such, the CCUA has the desire, the requirement, and the responsibility to adhere to all the applicable statutes, policies, practices, and individual judgments that protect or advance the interests of the citizenry.

15.0. CRITERIA FOR THE EVALUATION OF PROPOSALS

The CCUA will independently evaluate each submission. All complete Proposals submitted by the proposal due date will be reviewed and evaluated by the CCUA. Proposal evaluation and selection of a vendor/firm is at the sole discretion of the CCUA.

During the evaluation process, the CCUA may request clarification or additional information from any vendor/firm. Interviews may be scheduled with one or more Providers and final and best offers may be requested by the CCUA of any vendor/firm.

16.0. INDEMNIFICATION

If it becomes necessary for the Provider, either as principal or by agent or employee, to enter upon the premises or property of the CCUA in order to construct, erect inspect, make delivery or remove property hereunder, the contactor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or party during the course of the work herein covered and be his/her sole responsibility.

The Provider further covenants and agrees to indemnify and save harmless the CCUA from the payment of all sums of money to any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of violation of any Township regulation, ordinance or the laws of the State of New Jersey, or the United States while said work is in progress.

The successful Proposer shall be responsible for, shall keep, save and hold the CCUA harmless from, and shall indemnify the CCUA against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful Proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring

prior to termination.

The Provider, by execution of the contract, shall thereby indemnify and hold the CCUA harmless from any and all liabilities, claims, actions, costs, and penalties which may be incurred as the result of the failure of the Provider to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) or any other statute or case law protecting the privacy of persons using its services.

Successful bidder will indemnify and hold harmless the CCUA from all claims, suits or actions and damages or costs of every name and descript to which the CCUA may be subjected or put by reason of injury to the person or property of another or the property of the CCUA, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants, or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

17.0. MISCELLANEOUS REQUIREMENTS

1. The CCUA will not be responsible for any expenses incurred by any respondent in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on the completeness and clarity of content, as well as the creative ability of the firm. Proposer will be required to post an escrow fund with the CCUA to pay for the costs of legal, engineering, financial, and other consultants associated with the process. Said amount of escrow shall be established upon award of the contract.
2. The contents of the proposal submitted by the successful firm(s) and this RFQ may become part of the contract for these services. The successful firm(s) will be expected to sign said contract with the CCUA.
3. Proposals shall be signed in blue ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of sixty (60) days from the day of opening.
4. The CCUA reserves the right to reject any and all proposals received by reason of this RFQ, to serve the best interests of the CCUA. Firms whose proposals are not accepted will be notified in writing.
5. Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the CCUA.

6. All responses to this RFQ, with the exception of proprietary information, shall be subject to public scrutiny subsequent to the selection of an engineering firm. Each vendor must clearly designate in its RFQ response any information, which it deems to be proprietary. It is the CCUA's experience that the vast majority of RFQ responses contain no proprietary information. Therefore, any such designation must be limited in scope and reasonably based.
7. Any contract entered into between the Provider and the CCUA must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Provider must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The respondent shall sign and acknowledge such forms and certificates as may be required.
8. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
9. Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disability language that is

part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the CCUA harmless.

10. No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the CCUA a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. The respondent shall complete and submit the form of statement that is included in this RFQ. Please note that the disclosure must be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten (10%) percent ownership criteria established in this Act has been listed.
11. The Non-Collusion Affidavit, which is part of this RFQ, shall be properly executed and submitted with the RFQ response.
12. Certificate required pursuant to C. 57, P.L. 2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so online through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.
13. All services shall be performed within the United State of America.
14. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
15. By submission of the proposal, the Proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the CCUA harmless in any case of any such infringement.
16. No Proposer shall influence, or attempt to influence or cause to be influenced, any CCUA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
17. No Proposer shall cause or influence, or attempt to cause or influence, any CCUA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
18. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the CCUA's Executive Director's decision shall be final and conclusive.

18.0. CONFLICT OF INTEREST

The responding respondent should disclose any potential conflicts of interest that they may have in performing these services for the CCUA.

19.0. FAILURE TO ENTER CONTRACT

The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award by the Governing Body. Should the respondent, to whom the contract is awarded, fail to enter into a contract within this period, the CCUA may then, at its option, accept the proposal of another respondent.

20.0. LICENSING

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to it taking effect, the successful proposer shall provide to the CCUA a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Executive Director immediately in the event of suspension, revocation, or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide the CCUA with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

21.0. IF NO PROPOSALS ARE RECEIVED

If no proposals are received after conducting the Fair and Open Process, the Executive Director will make a recommendation for the appointment of a professional to the Governing Body as permitted in N.J.S.A. 40A:11-1, et seq. Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions imposed in the CCUA's Pay to Play Ordinance(s).

22.0. CCUA'S RIGHTS AND OPTIONS

The CCUA at its sole discretion serves the following rights:

1. To cancel this RFQ with or without the substitution of another RFQ;
2. To take any action affecting this RFQ, this RFQ process, or the services subject to

this RFQ that would be in the best interests of the CCUA;

3. To issue additional requests for information;
4. To require one or more proposers to supplement, clarify or provide additional information in order for the CCUA to evaluate the Proposals submitted;
5. To conduct investigations with respect to the qualifications and experience of each proposer;
6. To waive any defect, formality or irregularity in any Proposal received;
7. To reject any or all Proposals for any reason whatsoever;
8. To award all, none, or any part of the services that is in the best interest of the CCUA, which one or more of the proposers responding, which may be done with or without re-solicitation;
9. To discuss and negotiate with selected proposers any terms and conditions in the Proposal including but not limited to financial terms;
10. To enter into any agreement deemed by the CCUA to be in the best interest of the CCUA, which one or more of the proposers responding; and
11. The Executive Director and Commissioners reserves the right to waive irregularities and technicalities as the CCUA governing body deems will best serve the interest of the CCUA.

23.0. PROPOSAL LIMITATIONS

This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the CCUA by issuance of this RFQ. The CCUA reserves the right at the CCUA's sole discretion to refuse any proposal submitted.

24.0. PROPRIETARY INFORMATION

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statement may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the CCUA. All materials submitted become the property of the CCUA and may be returned only at the CCUA's option.

25.0. APPLICABLE LAW

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

26.0. INDEPENDENT CONTRACTOR STATUS

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the CCUA.

27.0. TERMINATION

Any contract entered into by and between the CCUA and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The CCUA shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful Proposer. However, the CCUA shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period. In the case of default by the Proposer, the CCUA may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- C. In the event the CCUA no longer requires the services of the contractor/vendor, the CCUA shall have the right to terminate this agreement by providing sufficient notice (45 days) to the contractor/vendor.

Note: Supplemental information may be requested, and an interview may be required.

28.0. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. The CCUA will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the CCUA to pay additional fees.

29.0. CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the CCUA Executive Director no less than three (3) business days prior to the opening of the RFQ. Challenges filed after that time shall be considered void and having no impact on the CCUA or the award of contract.

30.0. USE OF INFORMATION

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the CCUA to the proposer in connection with this RFQ shall remain the property of the CCUA. When in tangible form, all copies of such information shall be returned to the CCUA upon request. Unless such information was previously known to the Proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the CCUA or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

31.0. ACQUISITION, MERGER, SALES AND/OR TRANSFER OF BUSINESS, ETC.

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

The Proposer will not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the CCUA.

The CCUA reserves the right, at its option, to terminate this contract upon giving thirty (30) days’ written notice to the contractor.

32.0. TRUTH IN CONTRACTING

Proposer should be aware of the following statutes that represent “Truth in Contracting” laws:

N.J.S.A. 2C:21-33, et seq., governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentations.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

33.0. W-9

Successful Proposer shall complete W-9 Form and submit to the Township prior to the contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

34.0. PAY TO PLAY – NOTICE TO DISCLOSURE REQUIREMENT – P.L. 2005, CHAPTER 271, SECTION 3 REPORTING (N.J.S.A. 19:44A-20.27)

1. Any business entity that has received \$50,000 or more in contract from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions, please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or (609) 292-8700.

35.0. OPEN PUBLIC RECORDS ACT (OPRA)

All documents/information, except for OPRA's exemptions from disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

END OF GENERAL INSTRUCTIONS

REQUEST FOR QUALIFICATION CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

**Please initial below, indicating that your proposal includes the itemized document
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

Initial Below

- A. An original with ten (10) signed unbound copies of your complete Proposal as well as two (2) flash drives must be submitted.
- B. Non-Collusion Affidavit properly notarized
- C. 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
- D. Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability -----
- E. Disclosure of Investment Activities in Iran _____
- F. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity
- G. Authorized signatures on all forms
- H. Business Registration Certificate(s)
- I. Proof of General Liability Insurance, Workers Compensation Insurance and Business Automobile Liability Insurance
- J. Debarred, Suspended and Disqualified Consultant Affidavit
- K. Completed W-9 form

Note: N.J.S.A. 52:32-44 provides that the CCUA shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED
REQUIREMENTS NAME OF PROPOSER:

Person, Firm or Corporation

By: (Name) (Title) (Date)

APPENDIX

Attachment A: Non-Collusion Affidavit

Attachment B: Mandatory Equal Employment Opportunity Language

Attachment C: Americans with Disabilities Act of 1990

Attachment D: Stockholder or Partnership Disclosure Requirement

Attachment E: Disclosure of Investment Activities in Iran

Attachment F: Sample Certificate of Liability Insurance

Attachment G: Debarred, Suspended and Disqualified Consultant Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF

S S

COUNTY OF

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

I am _____, a _____ in the firm of _____
(Name) (Title, Position)
_____, the bidder making the proposal to the Cumberland
County Utilities Authority for work under a fair and open process for:

An Evaluation of the Current Infrastructure and Recommending Innovative Solutions
Through Monetization.

and that I executed the said Proposal with full authority to do so; that said responder 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 Response and in this affidavit is true and correct, and made with full knowledge that the CCUA relies upon the truth of the statements contained in said Response 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 commission, percentage brokerage, or contingent fee, except bona fide employees of the Contractor, and as may be permitted by law.

Name:
Title:

Subscribed and Sworn to before me this
day of _____, 20__.

Notary Public of
My Commission Expires:

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:275.2.

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

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee

Information Report Employee Information Report Form AA302

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

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

The contractor and the Cumberland County Utilities Authority (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly

understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Signature)

Date

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business

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

OR

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

D Partnership
Proprietorship

D Corporation

D Sole

D Limited Partnership
Partnership

D Limited Liability Corporation

D Limited Liability

D Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name:

Home Address:

Subscribed and sworn before me this ____ day of
_____, 20____.

(Notary Public)

My Commission expires:

Name:

Home Address:

(Affiant)

_____(Print name & title of affiant)_____

(Corporate Seal)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the 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 law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contracts) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER INSURED Science Building Architect RFP Certificate of Insurance Requirements - Sample	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A: <u>Travelers</u> Casualty & Surety Co Of INSURER B: INSURER C: INSURER D: INSURER E:	

POLICIES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY • CLAIMS MADE 1. I OCCUR GENIL. AGGREGATE LIMIT APPLIES PER POLICY (X) <u>1</u>				EACH OCCURRENCE FIRE DAMAGE (Any one fire) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS LEASED/RENTED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Business Automobile				COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY 1 ANY AUTO				AUTO ONLY - EA ACCIDENT \$ EA ACC OTHER THAN AUTO ONLY: AGG 1 \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR 1 CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	UMBRELLA FORM ONLY			EACH OCCURRENCE : \$ 5,000,000 AGGREGATE 5,000,000 \$ 1 \$
	COMPENSATION AND EMPLOYERS' LIABILITY 1	IOETH-WORKERS			XWC STATUS/TORY LIMITS PER E.L. EACH ACCIDENT \$ 1,000,000 1 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER A Professional Liability-Occurrence Form				Each Occurrence 5,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS See Supplemental Information Page(s)					

CERTIFICATE HOLDER Camden County College, Inc. P. O. Box 200 Blackwood ACORD 25-S (7/97) LM LPW v1.9.9 on 1/7/09 - 9:38 by UserName	ADDITIONAL INSURED; INSURER LETTER: NJ 08012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--	--

DEBARRED, SUSPENDED, AND DISQUALIFIED CONSULTANT AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF

I, _____, being of full age, being duly sworn according to law on my oath depose and say:

I am _____, an officer of the firm(s) of _____, the Proposer making the request for qualifications for the above-named work. I executed the said proposal with full authority to do so. Said Proposer, at the time of making this proposal (as applicable, IS or IS NOT) _____ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Consultants. And all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that Cumberland County Utilities Authority as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

1. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, state, or local government agency within the past three (3) years;
2. Does not have a proposed debarment pending; and
3. Has not been indicted, convicted, or had a civil judgment rendered against themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

The undersigned further warrants that the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the proposal as a Proposer is subject to debarment, suspension and/or disqualification is the Proposer commits any of the acts according to applicable law and regulation.

Subscribed and Sworn
before me this _____ day
of _____, 2021

Name and Address of Proposer

My Commission Expires:

Name and Title of Affiant