



Addendum 1

To: All Bidders Bid # A47-19 – Camden County Sustainability Multi-Purpose Building
From: Frank N Criniti, RA- Anchor Point Architecture, Inc.
CC: Camden County
Date: Tuesday, September 03, 2019
Re: Addendum number 1

Attention all bidders,

Attached to this document you will find revised County Boiler Plate Information. This addendum, attached Documents and specification sections supersede all previous versions of those sheets and document sections. Please incorporate this information into your bid accordingly.

REQUESTS FOR INFORMATION:

1. Can you also advise if Audio Visual is part of the contract?
Answer: **Audio Visual Is not part of this current Bid.**
2. Is this a PLA Union project?
Answer: **No**
3. Please provide the estimated start date and days for completion from this project. (Please note if you are not awarding the project until October, many days are going to be lost getting the earth work completed in the fall and winter.
Answer: **Estimated start date will be on or about Nov 1, 2019. Substantial completion by May 15, 2020, and final punch list by June 15, 2020.**
4. If 3rd party inspections are required, who will be responsible for the cost?
Answer: **Camden County will handle testing / Inspection fees**
5. Is there permit fee? If so, who will be responsible for this fee?
Answer: **Any municipal / Gloucester Township permit fees are to be handled by contractor**
6. If there are utility connection fees will Camden County pay for them? These costs are unknown and cannot be determined before the bid date.

Answer: **Camden County will handle utility fees**

7. Will the County bring the kitchen equipment they are providing to the site or will we have to transport to the site?

Answer: **Camden County will provide equipment they own on site for installation by the General Contractor and sub-contractors.**

8. The site work spec references a well point system. If a well point system required please advise what portions of the site will require well pointing. This is a very costly item.

Answer: **The reference to the well points is located in the subsurface structure excavation specification. The spec specifically states, "If Necessary" No geotechnical Data was provided as part of designing this project and the Pre-Engineered post frame manufacturer and NJ Licensed engineer are responsible for all required engineering and certifications.**

9. How many bidders attended the prebid meeting?

Answer: **Camden County does not maintain a list of bidders that attend the pre-bid meeting.**

10. Tennant Coatings, through one of our authorized contractor/installers, would like to provide a bid for the Seamless Resinous/Epoxy Flooring for the Camden County Office of Sustainability using our line of products. I have prepared a Request for Substitution of an equivalent system using Tennant Company Products and have attached it along with product information for your review

Answer: **Tennant Coatings does seem to be an acceptable equal product to the floor coating specified in the bidding documents.**

11. Please confirm as per drawing A2-101 that roof, composite decking, covered porch, stair, ramp, walk-in freezer, walk in cooler, exterior doors, proposed windows, overhead door and post-frame structure erection is all by others as noted on this drawing.

Answer: **As indicated during the prebid meeting our documents were divided into two set sections**
1. Pre-engineered Post frame Shell Construction Set section (A1-XXX sheets)
2. Interior fit-out set section (A2-XXX sheets).

Based on this, once you go to set A2 the shell work will have been completed and is not part of the fit-out set because the shell will already be constructed and is shown lighter for clarity (The by others indicates it was completed in the previous set section and work progress indicated in A1 portion of documents).

Having said that ALL WORK included in this complete documentation set **IS INCLUDED in this BID and to be provided by all bidders comprehensively.**

12. Please confirm as per drawing A2-102 that the trusses are by others as noted on the drawings.

Answer: **See question number 9 above for response. Truss design is include in Pre-Engineered Post Frame Construction shop drawing and engineering documentation to be provided by contractor. Trusses and installation of trusses is INCLUDED in this BID and to be provided by all bidders comprehensively.**

13. Scranton Products has requested a substitution from the specified metal toilet compartments to their plastic product – Hiny Hiders solid Plastic.

Answer: **This substitution is not an acceptable equal due to a metal partition being selected and specified.**

14. Fire Wall Comment: Due to the location of the firewall and its need to run to the underside of the roof sheathing, this wall will need to be constructed prior to setting trusses. If this wall were to remain as a stud framed wall, concrete would need to be placed at the very early stages of construction in order to give this wall bearing. It will be much easier to have the fire

wall framed up using the post-frame fire wall UL V-304, per attached, so it can be placed prior to truss setting and avoid the need for the concrete slab to be in place.

Answer: **This is an acceptable Alternative to the required fire ratings required. Anchor will not dictate means and methods of construction and both methods of fire rating we believe are viable and can be constructed to achieve the goals of the documentation.**

15. Sheet P102 note 12 states "Hot water pipe shall be provided with ½" return line and pump". Please provide specs. for pump and a desired layout for the ½" return line.

Answer: **The hot water return line was eliminated from the project. The hot water return line is no longer required.**

16. Sheet P103 drawing indicates ½" CP hose bibbs at 3 locations on exterior walls. Are these non-freeze wall hydrants?

Answer: **The following specification is located in the bid document:**

Box Type Non-freeze Wall Hydrants: Cast-bronze box, with stainless steel face, tee handle key, vacuum breaker, ¾" inlet and hose outlet. Bronze casing shall be length to suite wall thickness.

17. Drawing M102 legend shows 2 stage 96% AFME 120,000 BTU furnaces A, B and C and 1 stage 16 sear condenser minimum 15 seer for A, B and C. However, the HVAC specification calls for 115,000 BTU Input and 120,000 BTU Output by York, Lennox or Amana. Are the BTU's reverenced in one of these areas? Can you please provide model number(s) of desired units for each named manufacturer?

Answer: **The plans and specifications require three (3) HVAC units for this project. All of the units are Amana Model Number AMEC96 1205DNA / ASX16 0601F, or equivalent. Note that the heat input is 120,000 BTU and output is 115,200 BTU.**

18. Drawing E101 shows the electric service in a 3" conduit. However, the direct bury conduit detail no drawing E104 shows two 4" conduits, one being a spare. Which drawing is correct?

Answer: **The utility requires that the conduit be 4" in diameter. The 3" diameter conduit note on sheet E101 is incorrect. The (2) 4" conduit details as shown on drawing E104 is correct.**

19. What type of switching is required for the light fixtures in Utility Rooms 1 and 2?

Answer: **Occupancy sensors are required for the lights in the Utility Room 1 and 2.**

20. Drawing E101 note 3 indicates that aluminum wire is acceptable for feeders #2 or larger. However, the specifications written on drawing E103 and spec. section 2.3.3.1 does not list aluminum. Please advise.

Answer: **Note 3 is incorrect on E101. Aluminum wire cannot be used**

21. Drawing E101 note 1 indicates that the fire alarm system is by others. The same drawing shows a 120 Volt hard wired combo smoke/CO detector. Is the bidder installing the 120 Volt hard wired system?

Answer: **The bidder is installing the Smoke/CO detector only and they are to be wired.**

All Bidders are reminded that the following specialty trades are required on this project –

- 1. Plumbing and Gas Fitting and All Kindred Work**
- 2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work**
- 3. Electrical Work**
- 4. Structural Steel and Ornamental Iron Work**

This concludes the request for information received from parties prior to deadline as directed in the specification manual and bid forms.

- Delete and insert new County Boiler Plate Documents attached that must be submitted with all final bid submission.

Please review and incorporate this addendum information, and all attached revised and additional documentation in all bids.

Thank you,

A handwritten signature in purple ink, appearing to read 'Frank Criniti', is written over the typed name below.

Frank Criniti, RA
Project Architect.



Design No. V304
BXUV.V304
Fire Resistance Ratings - ANSI/UL 263

[Page Bottom](#)

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Listed or Classified products, equipment, system, devices, and materials.
 - Authorities Having Jurisdiction should be consulted before construction.
 - Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
 - When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
 - Only products which bear UL's Mark are considered as Classified, Listed, or Recognized.
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Fire Resistance Ratings - ANSI/UL 263

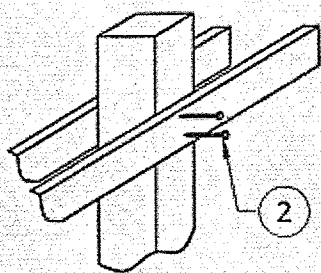
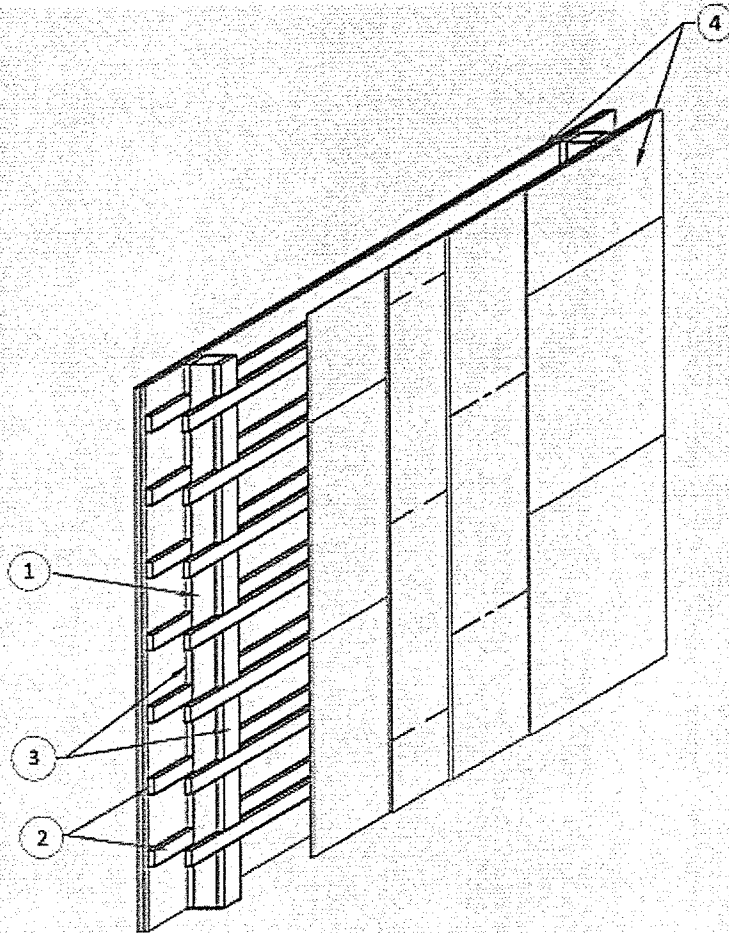
[See General Information for Fire Resistance Ratings - ANSI/UL 263](#)

Design No. V304

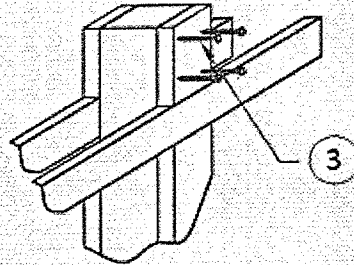
January 20, 2012

Bearing Wall Rating — 3-1/2 Hr

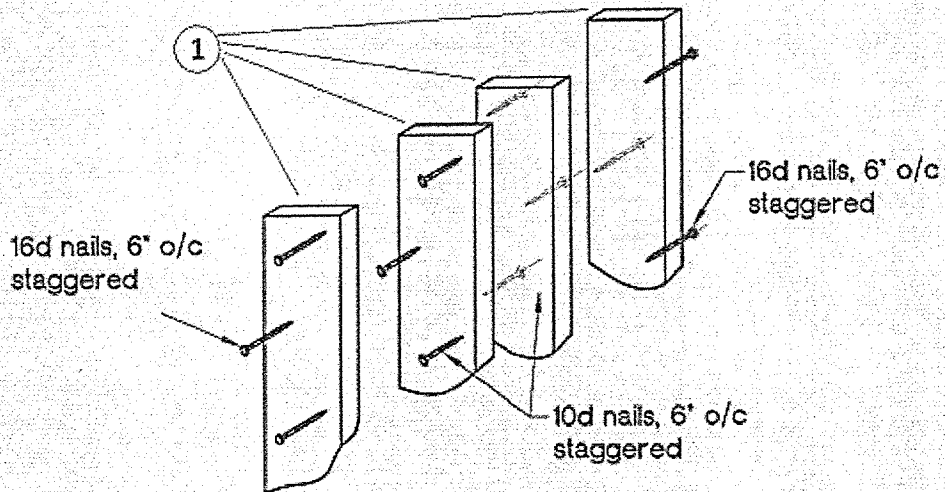
Finish Rating — 2 Hr



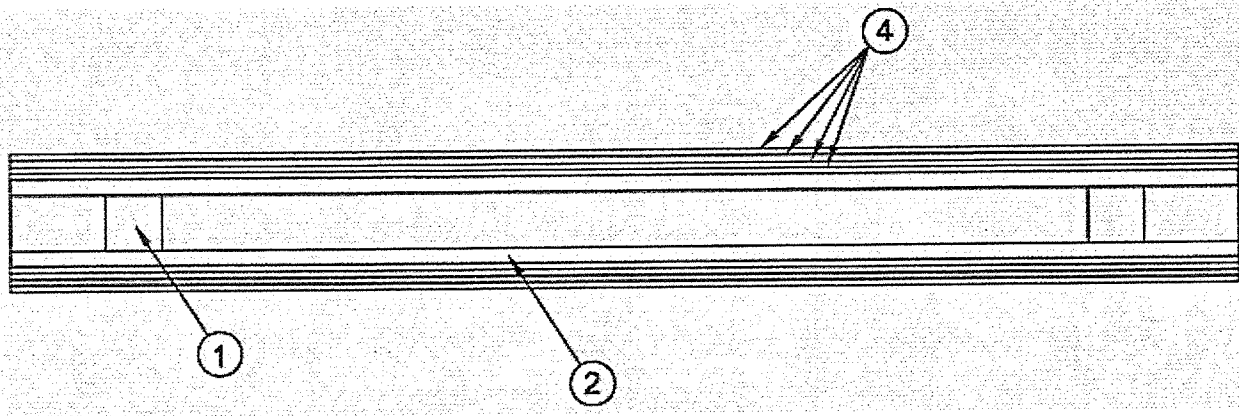
Girt to Column Connection



Blocking to Column Connection



Column Ply Connections



1. Wood Columns — Min. 5-1/2 by 6 in. wood columns are constructed from min. four 2x6 in. wood studs. The column is constructed by nailing two 2x6 studs together with 10d nails spaced 6 in. OC. Staggered on opposite sides; then finished by attaching 2x6 studs to each face with 16d nails spaced 6 in. OC, staggered on opposite sides. The columns are spaced a max 96 in. OC. The columns are orientated so that the 2 in. side of each member is perpendicular to the horizontal girts.

2. Wood Girts — Nominal 2 in. by 4 in. girts are applied horizontally to the face of the columns at 16 in. on center. The girts are applied with two 16d nails per column. The joints are aligned on the vertical center of the columns.

3. Wood Blocking — 2 in. by 6 in. blocking is vertically applied to the column face between each girt. The intermediate blocking is applied with four 16d, equally spaced, nails per location.

4. Gypsum Board* — Nom. 5/8 in. thick gypsum board applied horizontally. Joints in adjacent layers are staggered a min. 16 in. Gypsum board secured to the wood girts as follows: First layer fastened with 2 in. long Type W coarse threaded screws spaced max 24 in. OC. along the horizontal edge and max 8 in. OC. along the vertical edge to the columns. Second layer fastened with 2-1/2 in. long Type W coarse threaded screws spaced max 24 in. OC. Third layer fastened with 3 in. Type W coarse threaded screws spaced max 24 in. OC. The fourth layer fastened with 3-1/2 in. long Type W coarse threaded screws spaced max 12 in. OC. All screws are offset min. 6 in. from adjacent layers.

UNITED STATES GYPSUM CO — Type SCX

*Bearing the UL Classification Mark

Last Updated on 2012-01-20

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**CAMDEN COUNTY DIVISION OF PURCHASING
COURTHOUSE - 17TH FLOOR
520 MARKET STREET
CAMDEN, NEW JERSEY 08102-1375
(856) 225-5439**

DATE 08/22/2019

Bid No. and Title: **A47-19 Camden County Office of Sustainability New Multi-Purpose Building
& Fitout Project**

BIDS MUST BE RETURNED NO LATER THAN 2:00pm O'CLOCK, PREVAILING TIME
ON September 12th, 2019.

1. PRICES MUST INCLUDE DELIVERIES TO ALL SITES SET FORTH HEREIN.
2. Quotations must be made on these sheets. Camden County is not responsible for any expenses incurred by any firm in preparing or submitting a bid proposal.
3. Prices may be submitted on any or all the items listed unless otherwise specified. Award will be made based on the lowest responsible bid on each item or on an aggregate basis, whichever is in the best interest of Camden County and System Members (if this is a Cooperative Pricing bid).
4. Insert NET UNIT PRICES. Bids must be firm for a minimum of 60 days. Contract prices may not be increased during the term of the contract.
5. Camden County and System Members are exempt from sales tax.
6. The County of Camden reserves the right to accept or reject any part or parts of the responses to this bid in accordance with law.
7. To the extent that any of these instructions directly contradict the bid specifications, the bid specifications shall prevail.
8. Regardless of any language to the contrary, the County of Camden shall not be responsible for the payment of any interest or late fees.
9. Official County bid packages for routine goods and services are available from the Camden County Division of Purchasing at no cost to the vendor. (Bids for highway projects are issued by that department for a fee). All addenda are issued by the Division of Purchasing (or Highway department if applicable). **Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the bid specifications.** Such specifications may or may not be complete. The County is not responsible for third party supplied bid specifications.
10. Bidders are required to comply with the requirements of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.25 et seq.) regarding prevailing wages, where applicable.

11. Bidders are hereby noticed that the County shall correct certain types of clerical errors if found in submitted bids. For example, if the quantity needed or the standard unit of measurement used, times the unit price, is incorrectly calculated in reaching a total or final price, the County will correct the computational mistake.
12. The county requires bidders to list any exceptions to the bid specifications. For any exceptions listed the County shall determine if it will accept an immaterial, or minor, deviation from its bid specifications as permitted by law. Material exceptions shall be cause for rejection of the bid. Bidders shall not be permitted to remove listed exceptions.
13. P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.
14. Official notification of contract awards authorized by the County may be viewed on camdencounty.com. To review, click on the gold "Your Government" tab, scroll to the information box on the left and click on "County Public Information", then click on "Freeholder Meetings". Meetings and agendas are found here. Click on "Freeholder Meeting (AGENDA)" for the month you would like to view. Copies of resolutions and bid results require an OPRA request. See camdencounty.com for OPRA form and process.
15. Should any requirements or language contained in the contract documents/technical specifications be found to conflict with the County's general bid boilerplate (ITB pages), the requirements/language in the bid boilerplate shall prevail.
16. BIDDERS ARE REQUIRED TO USE THE COUNTY'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS BID. FAILURE TO USE THE COUNTY FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE COUNTY FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE COUNTY PDF OR HARDCOPY TO A WORD DOCUMENT, SHALL BE CAUSE FOR REJECTION OF THE BID.

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

Submitted on _____, 20_____ BY _____
 (Name of Company)

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

E-Mail: _____ Phone No. _____

BIDDER'S CHECKLIST

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

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

[BIDDER'S CHECKLIST CONTINUED NEXT PAGE]

BIDDER'S CHECKLIST (cont'd)

- 10. Proof of compliance with The Public Works Contractor Registration Act, if applicable. See Paragraph 24. (Must be submitted prior to award of contract). _____

- 11. Construction Subcontractor Disclosure Requirements
 - a. **For Bids for Construction Only.**
Disclosure of subcontractors as required by N.J.S.A. 40A:11-16. See Paragraph 26 and **Exhibit N**. (Must be submitted with bid) _____

- 12. Proof of compliance with the requirements for significant public works projects, where applicable. See Paragraph 27 and **Exhibit O**. (Must be submitted with bid). _____

- 13. Proof of compliance with the State Contractor Business Registration Program. See Paragraph 31. _____

- 14. Acknowledgement of Receipt of Addenda, whether or not issued, N.J.S.A. 40A:11-23.2. See Paragraph 32 and **Exhibit Q**. (Form must be submitted with bid). _____

- 15. Uniformed Law Enforcement Officer requirement form. **Exhibit R**. _____ **NA** _____

- 16. Certification - Disclosure of Investment Activities in Iran, **Exhibit S**. (Form must be submitted with bid). _____

NAME OF BIDDER

SIGNATURE

DATE

INSTRUCTIONS TO BIDDERS

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

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

2. QUALIFICATION OF BIDDERS

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

3. PREPARATION OF BID

- 3.1 **Bids must be submitted on the prescribed form. ONE ORIGINAL (1) AND TWO (2) COPIES** of the bid should be submitted. The bidder shall fill in all blank spaces in ink or by typewriter, both in words and figures. Bids must be signed in ink by authorities with capacity to legally bind the bidder to its bid proposal.
- 3.2 Each bid shall be based upon the specifications prepared by the County. The bidder accepts the obligation to become familiar with the County's specifications.
- 3.3 Each bid must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State of Incorporation and must contain the signature and designation of the President, Secretary or other person authorized to bind the corporation in the matter. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- 3.4 Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment or additive information not required by the bid documents, or irregularities of any kind, may be rejected by the County. Any

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

- 3.5 The County reserves the right to reject any or all bids or to waive any informalities in the bids received as permitted by law.
- 3.6 All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address and subject and title of the specifications. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed as set forth in the advertisement. The County assumes no responsibility for mailings not received on time at the department stipulated in the advertisement to receive bids. It is therefore recommended that bids be hand delivered.
- 3.7 Bidders must insert prices for furnishing all the materials and/or labor required by these specifications whether or not such requirement is specifically set forth. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully pre-paid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when single shipment is ordered.
- 3.8 Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Board of Chosen Freeholders and subject to the County's customary billing procedures.
- 3.9 The County reserves the right to grant up to three (3) business days' additional time to bidders after the bid opening to provide the following documents required by the bid specifications:
 - a. Non-collusion affidavit. See **Exhibit F**;
 - b. Affirmative Action Questionnaire with available evidence submitted. See Paragraph 5 and **Exhibit I**;
 - c. Affirmative Action Plan MBE/WBE Tracking Form. See Paragraph 5 and **Exhibit J**;
 - d. Debarment Certification Form (Certification regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions). See **Exhibit K**.

Such additional time may not in any way affect the price or cost of the bid. All other documents required by the bid specifications must be submitted at the time of the bid opening specified herein or in accordance with law.

4. **BID BOND/CONSENT OF SURETY OR LETTER OF CREDIT**

4.1 **BID BOND**

Each bid must be accompanied by the Certified Check of the bidder or by a Cashier's Check, or by a Bid Bond prepared on the form of bid bond attached hereto as **Exhibit A**, duly executed by the bidder as principal and having surety thereon, a surety company approved by the County, in an amount not less than ten percent (10%) of the

amount of the base bid submitted, said 10% not to exceed \$20,000.00 pursuant to N.J.S.A. 40A:11-21, payable to the Treasurer, Camden County. Only originals submitted on the County's form will be accepted.

4.2 CONSENT OF SURETY OR LETTER OF CREDIT

In addition, the bid must also be accompanied by a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond in the full amount of the bid. County forms are required to be used. A form of Consent of Surety is attached hereto as **Exhibit B**. Only originals submitted on the County's form will be accepted. A form of Performance Bond is attached hereto as **Exhibit C and must be signed by the successful bidder**. As an alternative to the consent of surety, bidders may provide a letter from a bank or similar financial institution stating that it will issue a Letter of Credit in the full amount of the bid and pursuant to the terms of the Letter of Credit in the specifications (See **Exhibit D**). **This Letter of Credit option is not available on bids exceeding \$100,000. Such bids require a Consent of Surety/Performance Bond. See N.J.S.A. 40A:11-22.**

- 4.3 Such checks or bid bonds shall be returned to all bidders except the three lowest bidders within ten (10) days after the formal opening of bids. The remaining checks or bid bonds will be returned to the three lowest bidders within three (3) days after the awarding and signing of the contract and approval of the contractor's performance bond, or if no contract has been so executed, within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

5. AFFIRMATIVE ACTION

- 5.1 The successful bidder shall adhere to the mandatory affirmative action language required by P.L. 1975, c.127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31 et seq.
- 5.2 For procurement, professional and service contracts, the above-referenced mandatory language shall be that set forth in **Exhibit G**.
- 5.3 For construction contracts, the above-referenced mandatory language shall be that set forth in **Exhibit H**.
- 5.4 All bidders should complete the Affirmative Action Questionnaire set forth in **Exhibit I** and follow its instructions.
- 5.5 All bidders should complete the Affirmative Action Plan MBE/WBE Tracking Form in **Exhibit J**.

6. ADDENDA AND INTERPRETATIONS

- 6.1 No interpretation of the meaning of any bid document will be made to any bidder orally. Any request for interpretation shall be in writing, addressed to the County's representative stipulated in the bid and must be received at least ten (10) days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders in accordance with statute. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any

obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

7. MISCELLANEOUS

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

8. SECURITY FOR FAITHFUL PERFORMANCE

- 8.1** Simultaneously with its delivery of the executed contract, the successful bidder shall deliver to the County an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of contract bond attached hereto and having a surety thereon such

surety company or companies as are acceptable on bonds approved by the County, and as are authorized to transact business in this State.

- 8.2** In the event the successful bidder chooses to supply a Letter of Credit in lieu of the performance bond required by Section 8.1 above, said Letter of Credit shall be delivered to the County simultaneously with the delivery of the executed contract. The Letter of Credit shall be for the full amount of the bid and shall conform to the terms set forth in the terms of Letter of Credit in these specifications. **This Letter of Credit option is not available on construction projects exceeding \$100,000. Such projects require a Performance Bond. See N.J.S.A. 40A:11-22.**

9. INSURANCE REQUIREMENTS

(Where applicable the following insurance requirements shall apply).

9.1 Workers Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of the contract and shall cover all employees engaged in the performance of the contract. This insurance shall comply with all applicable statutes and regulations. Minimum Employer's Liability insurance of \$500,000.00.

9.2 General Liability Insurance

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

9.3 Builders Risk Insurance

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

9.4 Automobile Liability Insurance

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

9.5 Insurance Requirements for Subcontractors

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

9.6 Certificates of the Required Insurance

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

9.7 Cancellation

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

10. INDEMNIFICATION

10.1 The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Camden and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

11. AWARD

11.1 Award of contract will be made by the Camden County Board of Chosen Freeholders within sixty (60) days after the bid opening or within the time allowed by law.

11.2 Upon award of the contract, appropriate documents shall be forwarded to the successful bidder. The return of the executed contracts and the bonds required by law within thirty (30) days is an element essential to the bid. At the expiration of such time, the County may elect to award the bid to the next lowest responsible bidder and accept as liquidated damages the bid security.

12. QUANTITIES

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

13. PREVAILING WAGE ACT / CERTIFIED PAYROLL SUBMISSIONS

13.1 Pursuant to N.J.S.A. 34:11-56.25 et seq., P.L. 2009, c.249, and as amended, successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.

13.2 The contractor on any public works project for the County shall be required to submit a certified payroll record to the County Department administering said public works project. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60 Appendix A. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

14. METHOD OF AWARD

14.1 The County may award the work based on the lowest responsible Base Bid.

14.2 The County may also elect to award the work based on line items or unit prices, whichever is in the best interest of the County.

14.3 If Alternates are provided for in the bid and the County determines it has sufficient funds to award some or all of the Alternates, the lowest responsible Base Bid combined with such Alternates as selected will be awarded until a net amount is reached which is within the funds available. Alternate(s) may also be deferred and awarded at a later date in the sole discretion of the County. **The cost of any Alternate(s) included in the bid shall not be combined with the Base Bid for purposes of determining the lowest responsible bidder for award of contract.**

15. TERM OF CONTRACT

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

16. TERMINATION

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

17. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE

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

18. AVAILABILITY OF FUNDS

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

19. PURCHASING FROM STATE CONTRACT

19.1 The County reserves the right to purchase, during the term of any contract to be

awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the County's best interest to do so.

20. BRAND NAMES AND/OR PRODUCT DESCRIPTION

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

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

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

21. WORKER AND COMMUNITY RIGHT TO KNOW

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

22. COOPERATIVE PRICING

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

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

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

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

23.1 Disclosure of all subcontractors and sites

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

23.2 Certification of Compliance.

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

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

b. Rights. The company respects workers' rights to speak up about working conditions without fear of retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge. The company complies with all laws, regulations, and ILO standards governing the workplace. The company does not use child labor, forced labor, or corporal punishment. The company does not discriminate in hiring, promotion or compensation based on race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.

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

23.3 Correction and remediation of violations; Proof of compliance

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

24. COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The bidder shall comply with The Public Works Contractor Registration Act, P.L. 1999, c. 238 on all bids for public works as defined in the law. Proof of compliance with this law, when applicable, must be submitted prior to award of contract. The bidder and its named specialty trade sub-contractor(s) listed in Exhibit N (see below), shall provide proof of compliance prior to award of contract or bid will be

rejected as non-compliant. Questions regarding this law may be directed to the New Jersey Department of Labor, Contractor Registration Unit at 609-292-9464. **The County strongly recommends that each bidder provide its public works contractor registration certificate (and certificates for each Exhibit N subcontractor) with submission of bids.**

25. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Upon execution of the contract with the County, the successful bidder shall be required to complete and submit IRS Form W-9, Request For Taxpayer Identification Number And Certification to the County's Division of Accounts Payable, 520 Market Street, 10th Floor, Camden, New Jersey 08102. This requirement shall only apply to the successful bidder. Failure by the successful bidder to meet this requirement shall result in the County withholding such funds as required by IRS regulations.

26. BIDS FOR CONSTRUCTION/DISCLOSURE OF SUBCONTRACTORS

26.1 Definition of Construction Bid.

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

26.2 Disclosure of Subcontractors.

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

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

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

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

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

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

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

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

27. SIGNIFICANT PUBLIC WORKS PROJECTS

By Resolution No. 71 adopted June 17, 2004, the Board of Chosen Freeholders of the County of Camden (Board) set the following bid specification requirements for significant County public works projects:

- a. “Significant Public Works Project” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of Camden County funds which equal or exceed the sum of \$25,000.00, which sum shall be adjusted in accordance with the bid threshold provision of N.J.S.A. 40A:11-3 as amended from time to time.
- b. All bids on significant public works projects shall include an apprenticeship program in the appropriate trade(s), registered in the State of New Jersey, with the United States Department of Labor, Bureau of Apprenticeship and Training or contain a statement of agreement not to employ any worker of less than journeyman status on the project; and
- c. A detailed statement of compliance shall be completed by the bidder and the specialty trade subcontractors set forth in Paragraph 26 above and identified in Exhibit N and submitted as a material requirement of the bid for the bid to be accepted. This statement shall be made in **Exhibit O**. Additionally, the successful bidder must submit a detailed statement of compliance as set forth in **Exhibit O** for **all other subcontractors** prior to the commencement of work by said subcontractors.
- d. The County of Camden may refuse to award a contract to a person or entity submitting a bid or proposal if that person or entity has filed or submitted false information or failed to file or submit the information required by Resolution No. 71 adopted by the Board on June 17, 2004. The County may require further proof of compliance with the standards set forth above. Upon request, the contractor shall make all relevant records available to the County or its designee.

28. NO DAMAGES FOR DELAY

Notwithstanding anything to the contrary in the contract documents, any extension of the contract time shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution or completion of the work; (2) hindrance or obstruction in the performance of the work; (3) loss of productivity; or (4) other similar claims whether or not such delays are foreseeable. In no event, shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential

or special damages, lost opportunity cost, impact damages or other remuneration. The aforementioned condition shall apply to any contract awarded as the result of this bid including but not limited to contracts for construction, goods, or services.

29. ALTERNATIVE DISPUTE RESOLUTION

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

30. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

31. COMPLIANCE WITH CONTRACTOR BUSINESS REGISTRATION PROGRAM

Pursuant to N.J.S.A. 52:32-44, Camden County 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 the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The contractor shall not enter 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM BRC(08-01)

Acting Director
J.P. S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

32. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

33. UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT FORM

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

34. APPROVAL AND CERTIFICATION OF BILLING

Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Camden County Board of Chosen Freeholders. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of Board of Freeholders for the month in which payment is requested. Approved and certified amounts due will be paid during the County's subsequent payment cycle.

35. PROPRIETARY GOODS

 County to Check if applicable

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

36. CONTRACTS WHERE ASPHALT WORK IS INCLUDED IN SPECIFICATIONS

P.L. 2015, c.201 requires the inclusion of a pay item for an asphalt price adjustment for any bid specification that includes the purchase or use of hot mix asphalt; provides for application of a fuel price adjustment where a pay item is eligible (see NJDOT Section 160.03.01, where applicable); for contracts issued for more than 1,000 tons, requires the price adjustment pay item be applied to each ton of hot mix asphalt purchased and used, not just the tonnage exceeding the 1,000 ton threshold; clarifies that the term "hot mix asphalt" includes equivalent asphalt cement-based products (e.g. warm mix asphalt); prohibits disaggregation of quantities to avoid compliance with P.L. 2015, c.201.

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

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

Effective March 4, 2011, N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a **public works bid** due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to the Camden County Purchasing Agent, 520 Market Street, 17th Floor, Camden, New Jersey, 08102. Written requests must be provided within five business days after the receipt and opening of the bids. The bid withdrawal shall be effective as of the postmark of the certified or registered mailing.

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

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

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

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

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

(b) As of November 15, 2010, all covered entities shall insert the following language in any new contract:

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

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

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

END OF INSTRUCTIONS TO BIDDERS / EXHIBITS BEGIN ON NEXT PAGE

EXHIBIT A
SAMPLE FORM OF BID BOND

A. We, the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto _____ in the penal sum of _____ Dollars (\$ _____), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the _____, a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter in to a contract in writing for the (insert type of work) _____.

C. **NOW THEREFORE:**

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
PRINCIPAL

SURETY

(SEAL)

BY

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

EXHIBIT B

SAMPLE FORM OF CONSENT OF SURETY

BOND NO. _____
(INSERT YOUR BOND NO. HERE)

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

existing under the laws of the State of _____,

and licensed to do business in the State of New Jersey, hereby consents and agrees that if the
contract for: _____ (INSERT BID NO.)

_____ AND
ITEMS WHICH YOU ARE BIDDING).

be awarded to _____
(NAME OF YOUR COMPANY)

the undersigned Corporation agrees with the said County of Camden, Courthouse, 520 Market Street,
Camden, New Jersey 08102 to execute the final bond as required by the specifications and to become
the surety in the full amount of the price bid for the faithful performance of the contract.

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

The _____
(NAME OF INSURANCE COMPANY)

By _____
(ATTORNEY-IN-FACT)

Countersigned by:

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

EXHIBIT C

SAMPLE FORM OF PERFORMANCE BOND

We, the Undersigned

as Principal, and _____

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

(a) _____

_____ Dollars (\$ _____)

for faithful performance of the contract as hereinafter designated in Paragraph "A" and

(b) _____

_____ Dollars (\$ _____)

for payment of labor and material as hereinafter designated in Paragraph "B" and

(c) _____

_____ Dollars (\$ _____)

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

Sealed with our respective seals and dated this _____ day of _____, 20 _____.

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

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

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

(Sample Form of Performance Bond – continued)

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

A. That if the Principal shall faithfully perform the contract on its part to be performed according to the terms of said contract, or any changes or modifications therein made as therein provided; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of the said party of the second part to said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work or through any act or omission on the part of the said party of the second part of its agents, servants or employees, and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; then this part of this obligation designated as part "A" shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or the reduction of the retained percentages as permitted by the Contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the

(Sample Form of Performance Bond – continued)

Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any alterations, extension or forbearance being hereby waived.

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

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

If Principal is an individual:

Witness:

By _____ (SEAL)

Surety

By _____
Attorney-in-fact
(Corporate Seal)

If Principal is a partnership:

Witness:

Principal

Partner (SEAL)

Partner (SEAL)

Surety

By _____
Attorney-in-fact
(Corporate Seal)

(Sample Form of Performance Bond – continued)

If Principal is a corporation:

Attest:

Secretary

Corporate Seal:

Attest:

Principal

By _____
President

By _____
Attorney-in-fact
(Corporate Seal)

Approved as to Form _____, 20____

Assistant County Counsel

EXHIBIT D

SAMPLE FORM OF TERMS OF LETTER OF CREDIT

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

2. **TERM:** The term of this letter of credit shall be in effect and irrevocable for a period commencing on the date of execution of the agreement between the County of Camden and _____.
(Name of Contractor)

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

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

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

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

(Name of Bank)

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

(b) Contractor shall fail to pay all lawful sums of subcontractors, materialman, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; or

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

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

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

EXHIBIT E
STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	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. **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 HOME addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that **Camden County** 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 **Camden County** to notify **Camden County** 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 **Camden County** permitting **Camden County** to declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT F

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF)

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

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

(Name of Contractor)

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

Notary Public

(Also type or print name of bidder
under signature)

EXHIBIT G

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by

the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT H

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is

necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT I

QUESTIONNAIRE ON SUPPLY/SERVICE CONTRACTS

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

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

YES _____ NO _____

- A. If yes, submit a photostatic copy of said approval.
B. If no, submit a photostatic copy of the New Jersey Certificate of Employee Information Report.

NONE OF THE ABOVE _____

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

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

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT J

AFFIRMATIVE ACTION PLAN MBE/WBE TRACKING FORM

Definitions:

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

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

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

- Minority Business Enterprise (MBE)**
- Women Business Enterprise (WBE)**
- Neither**

EXHIBIT K

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**

I am _____ of the firm of _____,
(your title) (name of your organization)

(address of your organization)

CHOOSE ONE OF THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(name of your organization)
neither it nor its principals are debarred, suspended, proposed for debarment, declared
ineligible, or voluntarily excluded from participation in this transaction by any federal or state
department, agency, or office.
- () B. I am unable to certify to any of the statements set forth in this certification. I have
attached an explanation to this form.

(Signature)

(Type Name & Title)

(Date)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the County may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the County if at any time, it learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the County.

EXHIBIT L

EXTENSION OF PRICES TO REGISTERED SYSTEM MEMBERS (OTHER AGENCIES)

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

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

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

EXHIBIT M

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

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

1. DISCLOSURE OF SUBCONTRACTORS AND SITES – SEE PARAGRAPH 23.1

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

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

2. CERTIFICATION OF COMPLIANCE – SEE PARAGRAPH 23.2

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

(Signature)

(Type Name & Title)

(Date)

EXHIBIT N

**BIDS FOR CONSTRUCTION
DISCLOSURE OF SUBCONTRACTORS**

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

1. Plumbing and Gas Fitting and All Kindred Work:

Name: _____

Address: _____

License Number: _____

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

Name: _____

Address: _____

License Number: Not Applicable

3. Electrical Work:

Name: _____

Address: _____

License Number: _____

4. Structural Steel and Ornamental Iron Work:

Name: _____

Address: _____

License Number: Not Applicable

EXHIBIT O

**AFFIDAVIT OF COMPLIANCE WITH INSTRUCTIONS TO BIDDERS
PARAGRAPH 27 – SIGNIFICANT PUBLIC WORKS PROJECTS**

NOTE: THE BIDDER AND EACH SPECIALTY TRADE SUBCONTRACTOR AS DEFINED IN PARAGRAPHS 26 & 27 ABOVE MUST EACH COMPLETE A SEPARATE AFFIDAVIT TO BE SUBMITTED WITH THE BID. ALL OTHER SUBCONTRACTORS MUST EACH COMPLETE THIS FORM PRIOR TO COMMENCING WORK. USE AS MANY COPIES OF THIS AFFIDAVIT FORM AS NECESSARY. Must be submitted with the bid or bid will be deemed noncompliant. Failure to submit required Exhibit O(s) is a material defect causing the bid to be rejected.

STATE OF NEW JERSEY:

SS:

COUNTY OF CAMDEN:

The undersigned, of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I have read the specifications for this bid, including Instructions To Bidders, Paragraph 27 – Significant Public Works Projects, and I am aware that Camden County has adopted a resolution establishing workforce standards for significant public works projects. **I am aware that these workforce standards make the following a material requirement of this bid:**

All workers employed on this significant public works project, whether employees of the contractor or any subcontractor, shall have the benefit of the availability of an apprentice training program in the appropriate trade(s), registered in the State of New Jersey, with the United States Department of Labor, Bureau of Apprenticeship and Training.

2. **You MUST choose one of the following:**

a. _____ My company has an apprentice training program in the appropriate trade(s), registered in the State of New Jersey, with the United States Department of Labor, Bureau of Apprenticeship and Training. The registration number for this apprentice training program is NJ (or other State) # _____ ; or

b. _____ My company will not employ any worker of less than journeyman status on this project.

Note: Camden County will monitor the worksite to insure compliance with this material provision and may, in its sole discretion, terminate the contract of any company found to be in violation.

Sworn to and Subscribed

before me this day

of , 20____.

NOTARY PUBLIC

MY SIGNATURE

MY NAME (PRINT OR TYPE)

COMPANY NAME

EXHIBIT P

**AMERICANS WITH DISABILITIES ACT
Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

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

EXHIBIT Q

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

**BIDDER REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS OF
WHETHER ADDENDA WAS ISSUED.
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH CANNOT BE
CURED AND BID WILL BE REJECTED.**

A. Bidder hereby acknowledges receipt of the following Addenda:

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

OR:

B. Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the County: _____ Dated _____ Initial _____

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

By: _____
(Print or Type Name of Authorized Individual)

Signature: _____

Title: _____

EXHIBIT R

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

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

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

Reasonable estimate of costs for the following:

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

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

Name of Municipality	Contact person
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT S
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
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 and return it with the bid will render a bidder's proposal non-responsive and the bid will be rejected.** 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 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below 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 - add additional sheets if necessary.

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 below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

EXHIBIT S - continued

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

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, that the County of Camden 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 the County to notify the County 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 County of Camden, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

EXHIBIT T

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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