

**CAMDEN COUNTY COLLEGE
PURCHASING DEPARTMENT
ROOSEVELT HALL ROOM 135
200 COLLEGE DRIVE
BLACKWOOD, NEW JERSEY 08012
(856) 227-7200**

DATE: January 29, 2025

Bid No. and Title: FY25ITB-26Emergency Medical Technician Instruction

BIDS MUST BE RETURNED NO LATER THAN 2:00 PM, PREVAILING TIME ON February 11, 2025

1. PRICES MUST INCLUDE DELIVERIES TO ALL SITES SET FORTH HEREIN.
2. Quotations must be made on these sheets. Camden County College 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 of contract for goods and services 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 College.
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 College is exempt from sales tax.
6. Camden County College 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. Camden County College shall only be responsible for the payment of interest or late fees as provided pursuant to N.J.S.A. 2A:30A-2(c).
9. Official College bid packages for routine goods and services are available from the Camden County College Purchasing Department at no cost to the vendor. All addenda are issued by the Division of Purchasing. **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 College 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 College 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 College will correct the computational mistake.
12. The College requires bidders to list any exceptions to the bid specifications. For any exceptions listed the College 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. N.J.S.A. 40A:11-2.1 and 52:32-55 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 College may be viewed on camdencc.edu. To review, click on the "About" tab, scroll to the "Board of Trustees" information box. Meetings, agendas and summary of actions are found here and click on "Summary of Actions" for the month you would like to view. Copies of resolutions and bid results require an OPRA request. See camdencc.edu for OPRA form and process.
15. Should any requirements or language contained in the contract documents/technical specifications be found to conflict with the College's general bid boilerplate (ITB pages), the requirements/language in the bid boilerplate shall prevail.
16. BIDDERS ARE REQUIRED TO USE THE COLLEGE'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS BID. FAILURE TO USE THE COLLEGE FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE COLLEGE FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE COLLEGE 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) _____ N/A

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**) _____ N/A

3. Statement of Corporate Ownership listing the names and addresses of all individuals owning ten percent (10%) or more of corporation, partnership or LLC. 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. **Federal Public Works contracts only**. See **Exhibit K**. _____

8. Extension or Non-Extension of Prices to Registered System Members (Other Agencies) See Paragraph 22.1 and **Exhibit L**. _____ N/A

9. Textile/Apparel Subcontractor Disclosure Requirements

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). _____

[BIDDER'S CHECKLIST CONTINUED NEXT PAGE]

BIDDER'S CHECKLIST (cont'd)

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|-----|---|-----------------------------|
| 10. | Proof of compliance with The Public Works Contractor Registration Act, if applicable. See Paragraph 24. (Must be submitted prior to award of contract). | <u> N/A </u> |
| 11. | <u>Construction Subcontractor Disclosure Requirements</u>

a. For Bids for Construction Only.
Disclosure of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> . See Paragraph 26 and Exhibit N . (Must be submitted with bid). | <u> N/A </u> |
| 12. | Proof of compliance with the State Contractor Business Registration Program.
See Paragraph 31. | <u> N/A </u> |
| 13. | Acknowledgement of Receipt of Addenda, whether or not issued, <u>N.J.S.A. 40A:11-23.2</u> . See Paragraph 32 and Exhibit Q . (Form must be submitted with bid). | <u> </u> |
| 14. | Uniformed Law Enforcement Officer requirement form.
Exhibit R . | <u> N/A </u> |
| 15. | Certification - Disclosure of Investment Activities in Iran
Exhibit S . (Must be submitted prior to award of contract). | <u> </u> |
| 16. | Certification of non-involvement in prohibited activities in Russia or Belarus. Exhibit T . (Must be submitted prior to award of contract). | <u> </u> |

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 College on the date, time, location, and in the manner as listed in the advertisement.
 - 1.2 Bids must be received at the Camden County College Purchasing Department in Roosevelt Hall, Room 135, 200 College Drive, Blackwood, New Jersey 08012 as 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 College 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 College 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 College all such information and data for this purpose as the College may request. The College reserves the right to reject any bids if the evidence submitted by, or investigation of such bidder, fails to satisfy the College 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 College. The bidder accepts the obligation to become familiar with the College'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 College reserves the right to waive any minor informalities in the bids received as permitted by law or reject bids under certain circumstances 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 College 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 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 Commissioners and subject to the College's customary billing procedures.
- 3.9 The College 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 – for Federal Contracts – Public Works only. 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, having surety thereon, a surety company approved by the College, 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 Camden County College. Only originals submitted on the College's form Exhibit A 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. College forms are required to be used. A form of Consent of Surety is attached hereto as **Exhibit B.** Only originals submitted on the College's form Exhibit B will be accepted. A form of Performance Bond is attached hereto as **Exhibit C.** **Exhibit C must be signed by the successful bidder and bidder's surety after award of contract and must be returned with the contract.** 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 Per N.J.S.A. 40A:11-24(a), All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of bids, **Sundays and holidays excepted**, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, **Sundays and holidays excepted**, after the awarding and signing of the contract, and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

4.4 In accordance with N.J.S.A. 40A:11-14 the College requires the bid bond and consent of surety in the form provided herein on Exhibit A and Exhibit B. No other forms shall be accepted and failure to provide a bid bond and consent of surety on the College form, when required by the bid, shall be cause to reject the 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 College'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 N.J.S.A. 40A:11-23. 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, Camden County College may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- 7.3** Camden County College 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 College's specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully and exactly complies with the College'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 College harmless from any damages resulting from such infringement.
- 7.7** The bidder understands and agrees that, if awarded any contract by Camden County College, 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 College. 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 College 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 Cllege, 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 College 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 where applicable

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 College 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 Camden County College as **additional insured**. The notice to proceed and/or purchase order will not be issued by the College 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 Camden County College.

10. INDEMNIFICATION

10.1 The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Camden County College 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 College Board of Trustees 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. N.J.S.A. 40A:11-24(b) requires the contract to be signed by all parties within the time set forth in the specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award. At the expiration of such time, the College 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 College 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 College.

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 College shall be required to submit a certified payroll record to the College Purchasing Department, administering said public works project. SEND TO CAMDEN COUNTY COLLEGE PURCHASING DEPARTMENT. 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 For goods and services contracts the College may award the work based on the lowest responsible Base Bid or may elect to award the work based on the line items or unit prices, whichever is in the best interest of the College.

14.2 For construction contracts, the College will award the contract to the lowest responsible bidder whose base bid is the lowest.

14.3 If Alternates are provided in the bid and the College determines it has sufficient funds to award some or all 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 College. **The cost of any Alternate(s) included in the bid shall be awarded consistent with New Jersey law.**

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 College may terminate the agreement for any reason upon thirty (30) days written notice to the contractor. The College 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 College 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 College'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 College 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 College'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 College'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 College'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 College Cooperative Pricing System, System Identifier No. 57-CCCPS**, then each bidder must read the **Rules and Instructions for Bids Under the Camden College 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 College 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 College Board of Commissioners 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 College may, at its discretion, require correction and remediation of violations of the standards listed above prior to renewing commerce with the contractor. The College may require further proof of compliance with the aforementioned standards. Upon the College's request, the contractor or subcontractor shall make all relevant records available to the College or its designee.

24. COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The bidder shall comply with The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. 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 subcontractor(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 and Workforce Development, Contractor Registration Unit at 609-292-9464. **The College 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 College, the successful bidder shall be required to complete and submit IRS Form W-9, Request For Taxpayer Identification Number And Certification to the College's Purchasing Department, Roosevelt Hall, Room 135, 200 College Drive, Blackwood, New Jersey 08012. This requirement shall only apply to the successful bidder. Failure by the successful bidder to meet this requirement shall result in the College 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 College 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 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 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. RESERVED
28. NO DAMAGES FOR DELAY

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, unless such delay is due to the College's negligence, bad faith, active interference, tortious conduct or other reasons unanticipated by the parties that delay the contractor's performance, in accordance with the provisions of N.J.S.A. 40A:11-16.7. The aforementioned 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 College is prohibited from entering in 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 in 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 College 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, NJ 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	<i>John S. Tully</i> Act. Director	
FORM BRC(02-01)	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 College.

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 College 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 College 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 College Board of Trustees. 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 the Board of Trustees for the month in which payment is requested. Approved and certified amounts due will be paid during the College's subsequent payment cycle.

35. PROPRIETARY GOODS

College 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 College 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 College Purchasing Department, 200 College Drive, Roosevelt Hall, Room 135, Blackwood, New Jersey, 08012. 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 College 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 into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) 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.

41. CHANGED CONDITIONS

Please see Exhibit U: N.J.S.A. 40A:11-16.7, Changed conditions contract provisions; inclusion in certain construction contracts.

END OF INSTRUCTIONS TO BIDDERS / EXHIBITS BEGIN ON NEXT PAGE

EXHIBIT A (N/A)
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 into 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 (N/A)

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 Camden County College, 200 College Drive,
Blackwood, New Jersey 08012 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 (N/A)

FORM OF PERFORMANCE BOND
(to be executed by the successful bidder)

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.

(Form of Performance Bond – continued) (N/A)

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 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.

(Form of Performance Bond – continued) (N/A)

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)

(Form of Performance Bond – continued) (N/A)

If Principal is a corporation:

Attest:

Secretary

Principal

By _____
President

Corporate Seal:

Attest:

By _____
Attorney-in-fact
(Corporate Seal)

Approved as to Form _____, 20____

Assistant College Counsel

EXHIBIT D (N/A)

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 Camden County College and _____
(Name of Contractor)

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

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

3. **CAUSES FOR PROCEEDING AGAINST LETTER OF CREDIT:** The College 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 College Bid No. _____, or any changes or modifications therein made as therein provided; or Contractor shall fail to indemnify and save harmless Camden County College, 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 College, 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 College, 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 Camden County College, 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 Camden County College, 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 Camden County College 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 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	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 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	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 College** 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 College** to notify **Camden County College** 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 College** permitting **Camden County College** 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)
COLLEGE OF)

I, _____ of the City of _____ in the College 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 College 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 College 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 College 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 College 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 College 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 College 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 OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that Camden County College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the College to notify Camden County College 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 College, permitting the College to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

Physical Address	
-------------------------	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of Camden County College. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that Camden County College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the College to notify the College 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 College, permitting the College to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Physical Address

****Add additional sheets if necessary****

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV

Physical Address

****Add additional Sheets if necessary****

OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that Camden County College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the College to notify the College 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 College, permitting the College to declare any contract(s) resulting from this certification void and unenforceable.

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

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 College 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 Camden County College, 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 College 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 College 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 SECTION 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

RESERVED

EXHIBIT P

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the College 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 College 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 College in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the College, 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 College's grievance procedure, the Contractor agrees to abide by any decision of the College, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the College or if the College 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 College 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 College or any of its agents, servants, and employees, the College shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the College or its representatives.

It is expressly agreed and understood that any approval by the College 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

**CAMDEN COUNTY COLLEGE
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
College: _____ 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 (N/A)

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

Pursuant to N.J.S.A. 40A:11-23.1(c), the College 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 College 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

Person or Entity:	
--------------------------	--

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

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 N.J. Division of Purchase and Property website at 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 may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

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

Exhibit T

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor ") that seeks to enter into or renew a contract with the County for the provision of goods or services, or the purchase of bonds or other obligations, or be designated as a redeveloper, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the County finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

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

(Circle the Appropriate Letter)

A. _____ That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. OR

B. _____ That I am unable to certify as to "A" above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. OR

C. _____ That I am unable to certify as to "A" above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license, or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative _____ Date _____

Print Name & Title of Vendor's Authorized Representative _____ Email _____

Vendor's Name, Address (City/State/Zip Code) & Phone Number)

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT U

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.).

Exhibit V

40A:11-16.7. Changed conditions contract provisions; inclusion in certain construction contracts

a. A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4)(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension

of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4)(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3)(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between

the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2)(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4)(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Complete, Sign & Return

CERTIFICATION REGARDING LOBBYING

Certification for Contacts, Grants, Loans, and Cooperative Agreements

The undersigned certified, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
If any funds or other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 2) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee or a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than 410,000 and not more than \$100,000 for each such failure.

*APPLICANT'S ORGANIZATION

*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: *First Name *Middle Name

*Last Name Suffix

*Title

*SIGNATURE DATE

Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212, for all lower tier transactions meeting the threshold and their requirements slated at Section 200.212.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material presentation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participants shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter to any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.

Certification

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR RPROJECT NAME
<hr/>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United State on the basis of color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decision in the administration of, or in connection with, such a program or activity.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERINECED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either; the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210. If you field your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before Filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you field your complaint with the recipient).

If the recipient does give you a written Notice of final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

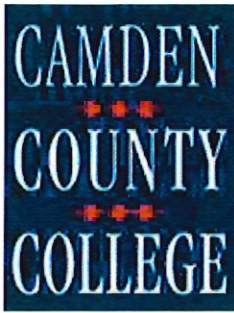
Regulations for Federally Funded Procurement

All Bidders must be in compliance with the following Federal Regulations:

- Federal Equal Opportunity notification. (See attachment).
- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- Davis-Bacon act, as amended (40 U.S.C. 276a to a-7) – When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by the Department of Labor regulations (29 CFR Part 5 – Labor Standards Provisions Application to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of labor regulations (29 DFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rates of not less than 1 ½ times the basic rate of pay of all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, contracts from transportation or transmission of intelligence.
- Rights or Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under government Grants, Contracts, and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.
- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contract and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall field the attached certification. (See attachment). Each tier certifies to the tier above that it will not and has not used Federal appropriation funds to pay any person or organization for influencing or attempting on officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up the recipient.
- Debarment and Suspension (E.O. 12549 and E.O. 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Debarment and Suspensions. SAM Exclusions contains the names and parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref, 2 CFR 200.212) (See attachment).



**Bid Specifications
For
Emergency Medical Technician Instruction
FY25ITB-26**

I. Purpose

Camden County College (CCC) is seeking a primary contract with a company that will provide Emergency Medical Technician (EMT) training for CCC students. Emergency Services training firms interested in submitting a response to this invitation to bid must have at least three (3) years of extensive experience in successfully providing EMT training that provides graduates with the opportunity to take the National registry of Emergency Medical Technicians examination. The contract term will run from **March 5, 2025 through June 30, 2026**.

II. Scope of Services

The Awarded Bidder will provide EMT instruction to the satisfaction of CCC. The College estimates that four to eight separate EMT courses will be held per academic year. The Awarded Bidder must have the capacity to teach up to three courses per year at the College's Camden City Campus. These courses may include evening and weekend classes. This estimate is made with no guarantee of potential quantity as the actual number may vary and will be dependent on enrollment and curricular needs for the year.

Service providers must indicate whether their organization has the capacity to develop and deliver the types of instructional services needed by CCC.

EMT courses must meet the following requirements:

- The course must follow the materials and skills identified in the 2021 National EMS Education Standards and the 2019 National EMS Scope of Practice Model as adopted by the State of New Jersey (including the 2021 updates and changes). It must also meet or exceed the current National Highway Traffic Safety Administration's EMS Education Standards.
- All staff must perform all instructional services in accordance with N.J.A.C. 8:40A, Emergency Medical Technicians-Basics: Training and Certification. The Awarded Bidder shall provide CCC with a complete roster of all instructional staff with appropriate credentials indicated prior to the start of each course.
- The Awarded Bidder must maintain student records as required by the New Jersey Office of Emergency Medical Services. These records shall contain attendance sheets, confirmation of make-up classes, tests, quizzes, copies of CPR certification cards, and discipline notices. The company

will also maintain copies of any medical information that may be required by hospital or clinical sites.

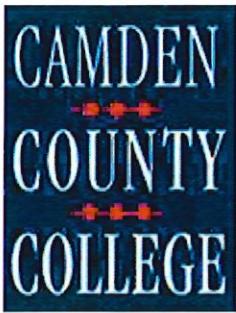
- All necessary academic information must be supplied to the College when needed in an accurate and timely manner. All courses must be scheduled in advance to allow for the 90-day required filing deadline for the New Jersey Office of Emergency Medical Services.

III. Bidders Responsibilities

- A. Invoices must be submitted by the 15th of the appropriate month with CCC purchase order number identified. The College issues payment on the last day of the month for all approved invoices.
- B. All credits must be processed within 1 week of invoice issue and must be reflected on the following invoices.
- C. The Awarded Bidder must provide a contact person, telephone number with extension, email address and fax number to expedite the processing of CCC services with the bid submission.

IV. Questions/Inquiries Regarding Bid

Questions must be made in writing to the Purchasing Department, Camden County College, P.O. Box 200, Blackwood, New Jersey 08012 (Fax: 856-374-4887) no later than **Noon on January 31, 2025.**



**Emergency Medical Technician Instruction
Bid #FY25ITB-26**

Form of Bid

Indicate the package bid cost for each Emergency Medical Technician course required by Camden County College during the term of the contract stated herein with an estimated quantity of four to seven classes annually. The students per course will range from 16-20 per course.

Package Breakdown	Year 1 3/5/25-6/30/25 Bid Price	Year 2 7/1/25-6/30/26 Bid Price
Package 1- Partial hybrid or traditional course instruction (per course)		
Package 2-Full hybrid course instruction (per course)		
Is your course designed and capable of instructing 20 students per course?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

|

Corporate Name of Bidder

Name of Person Preparing Bid

Address

Title

Signature

Company Authorized Agent

Phone

Title

Fax

Authorized Signature

Email Address for Purchase Orders