

1551 Highway 88 West \* Brick, New Jersey 08724-2399 732-458-7000 \* FAX 732-458-8203 www.brickmua.com

### **BRICK TOWNSHIP MUA BID OPENING**

Sealed bids for:

#### Main Pump Control Panel Upgrade/PLC Replacement

JOBSITE LOCATION: STORMWATER PUMPING STATION
200 SEA AVENUE, BLDG. 100 - POINT PLEASANT BEACH, NJ 08742

will be received at:

#### The Brick Township Municipal Utilities Authority

1551 Highway 88 West, Brick, N.J. 08724 until 10:00 AM, Prevailing Time

On: Wednesday, June 5<sup>th</sup> 2024

at which time they will be publicly opened and read.

All interested parties are invited to attend.

There will be an optional Pre-Bid Meeting Held on: Wednesday, May 29, 2024 at 8:30 AM

There are two sections in this bid:

Section One - Bid Document Submission Checklist, Bid Specifications & Documents

Section Two - Material Specifications, Proposal Page(s) & Attachment(s)

PLEASE READ ALL THE MATERIAL INCLUDED IN BOTH SECTIONS
OF THIS BID PACKAGE THOUROGHLY

FILL IN ALL FORMS COMPLETELY AND PROVIDE ALL PAPERWORK REQUESTED



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### **PRE-BID MEETING**

## WEDNESDAY, MAY 29, 2024 AT 8:30 AM SHARP

#### **Location:**

The Brick Township Municipal Utilities Authority
1551 Hwy. 88 West
Brick, NJ 08724

Please Park in the Customer Service Parking Lot
(the first lot when you come into our complex)
Enter through the Customer Service doors
Tell the person at the window you are here for the pre-bid meeting
They will direct you to the Main Conference Room where the meeting is being held.

\*This is not a mandatory meeting

\*\*Failure to attend does not relieve the bidder of any obligations or requirements

## **SECTION ONE**

## BID DOCUMENT SUBMISSION CHECKLIST

&

**BID SPECIFICATIONS AND DOCUMENTS** 

#### BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY BID DOCUMENT SUBMISSION CHECKLIST

Bidder's Initials

Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).

Checkmarks require submission with bid. Initial each item submitted with bid.

X

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х	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. To be provided <u>in addition</u> to Stockholders Disclosure Form noted below. <b>See item 27</b>	
х	Submission of Stockholders Disclosure Form. See item 28 & page 11	
х	Submission of Affirmative Action Evidence. See item 29 & pages 12 & 13  Letter of Federal Approval or Certificate of Employee Information Report, or completed Form AA302 (available from the Authority)	
х	Submission of New Jersey Anti-Discrimination form. See item 30 & page 14	
х	Submission of Americans with Disabilities Act form. See item 31 & page 15	
х	Submission of Disclosure of Investment Activities in Iran Form. See page 16	
х	Submission of Certification of Non-Involvement in Russia or Belarus Form. See page 17	
Х	Submission of Copy of Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury. <b>See page 18</b>	

Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.lb)

Specification Sheet along with all available information. See items 2 through 13

Submission of Fully Executed Proposal and Submission of any Exceptions to

neckmarks	require submission with bid. Initial each item submitted with bid.	Bidder's Initials
х	Submission of Non-Collusion Affidavit (must be notarized). See page 19	
х	Submission of Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders. <b>See page 20</b>	
х	Submission of Agreement of Surety in the form attached as part of the bid specifications. See item 32 and page 21	
х	A Bid Guarantee, Bid Bond or Certified Check or Cashier's Check. See item 32 & page 22	
х	Submission of Certificate of Insurance. See item 33	
Х	Electronic Submission of Political Contribution Disclosure Form. See item 34	
Х	Submission of a W-9. See page 23	
х	BTMUA Terms and Condition Form Signed. See page 24	
Х	If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s). See item 12 & page 25	
Х	All forms signed, certified and notarized as required. Properly addressed and sealed envelope.	

The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.

Name of Bidder (Company):		
Print Name & Title:		
Signature:	Date:	

#### 1. QUALIFICATIONS OF BIDDERS:

The Brick Township Municipal Utilities Authority (hereinafter "BTMUA" or "Authority") may make such investigation deemed necessary to determine the ability of the bidder to furnish and guarantee the delivery of the items specified and the bidder shall furnish to the BTMUA all such information and data for this proposal as the BTMUA may request. The BTMUA reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the BTMUA that such bidder is properly qualified to carry out the requirements of these specifications.

#### 2. PREPARATION OF BIDS:

All bids shall be submitted in sealed envelopes addressed to the Qualified Purchasing Agent, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724 and marked CONFIDENTIAL BID WITH BID NAME ON THE ENVELOPE. Each bid must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Bids received after the hour herein named or in unsealed envelope not marked or marked "confidential bid" or without the bidder's name on the outside thereof, may not be considered. The BTMUA will not be responsible for bids forwarded through the US. Mail, FEDEX, UPS, etc. if lost in transit at any time before bid opening or received after bid opening.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Bidders shall not remove and submit the proposal pages separate from the volume of Contract Documents, including all pages correctly assembled. All exceptions must be listed on a separate page and explained. If no exceptions are taken then the vendor must supply the item(s) as specified.

#### 3. OBLIGATION OF BIDDERS:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents, including all 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.

#### 4. COMPLIANCE TO MINIMUM BID REQUIREMENTS:

All bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an "equivalent" product to what is specified in these bid documents and wishes the equipment they propose to be considered as an "approved equal", they must answer all compliance questions in full.

#### 5. MODIFICATIONS OF BIDS:

Any bidder may modify his bid by registered mail. Bids may not be modified within 24 hours of the stipulation of time of opening bids.

#### 6. MULTIPLE BIDS:

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

#### 7. INFORMAL BIDS:

The BTMUA may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind, or the BTMUA may waive such informalities.

#### 8. WITHDRAWAL OF BIDS:

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the bid opening. No bid may be withdrawn within 30 days after the actual date of the bid opening.

#### 9. REJECTION OF BIDS:

The BTMUA reserves the right to reject any or all bids, or to waive immaterial defect or informality in any bid, if deemed in the best interest of the BTMUA. Bidders are cautioned to examine all attached documents carefully and to execute and sign the proposal, disclosure of ownership, affirmative action form, anti-discrimination form, Americans with Disabilities form, Iran form, NJ BRC, non-collusion affidavit, all other forms within the bid documents and comply with surety requirements, if applicable. All information listed on the proposal checklist must be submitted with the package. The BTMUA may not consider any bid not prepared and submitted in accordance with the provisions hereof.

#### 10. PRICES:

The net unit price and extension of each article which the bidder agrees to furnish must be written in ink or typewritten in blank space provided for it, opposite the name of the item for which the price is given. NET UNIT PRICES MUST BE GIVEN. Extend the total price. Prices must include delivery to the Authority's point. Exception: Where price is given F.O.B. shipping point, this must be stated. Failure to do this will be interpreted to mean delivered to the BTMUA's point for the price stated. All additional charges and taxes, including consumer's taxes, which are to be paid under existing and future laws, must be paid by the bidder without any right of reimbursement from the BTMUA. The bidder is required to provide any tax exemption certificates or blanks that may be necessary.

#### **11. ERRORS IN PROPOSALS:**

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total bid submitted, the correct sum extended shall govern. Amounts written in words shall govern over the amounts given in numerals.

No remedy provided within the terms of the contract and specifications shall be deemed to preclude the BTMUA from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

#### 12. ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the specifications of other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Qualified Purchasing Agent, 1551 Highway 88 West, Brick, New Jersey 08724, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written documents, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents. The BTMUA is not responsible for any misinterpretation of the bid by the vendor. The bidder cannot assume anything pertaining to the specs or the item(s) they intend to bid.

**IN ADDITION**, bidder shall submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note this full and detailed written comparison of every item <u>must</u> be included with proposal or bid will be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder's proposal. If applicable, a local demonstration of all proposed equipment shall be performed promptly if requested.

#### 13. APPROVAL AND INTERPRETATION:

All items must be in strict accordance with the specifications and accepted bid, and will be subjected to the approval of the Qualified Purchasing Agent. Should any dispute arise respecting the true construction and meaning of these specifications, same shall be decided by the above person, as the accredited representative of the BTMUA and his/her decision shall be final and conclusive. Each bidder must be known to be engaged in the business and well qualified to carry out his contract, and satisfactory testimonials to that effect must be furnished, if required.

#### 14. LOWEST QUALIFIED BIDDER:

An award shall be made to the lowest qualified bidder. Date of delivery could be a determinant in making the award. Successful bidders will be notified immediately following an award. Items shall be awarded separately or in total. The BTMUA shall award the bid based on the lowest responsible bidder that meets the performance criteria and compliance criteria as well as price. All items will be judged fairly and accordingly by the BTMUA. If the Purchase Bureau, Department of the Treasury, State of New Jersey, has received competitive bids for this item, the BTMUA may opt to take advantage of the State Contract price, if it is lower than that received by BTMUA.

#### **15. TIE BETWEEN BIDDERS:**

Pursuant to N.J.S.A. 40A:11-6.1, in the event of a tie between the lowest bidders on a bid, the BTMUA may award the contract to the vendor whose response, in the discretion of the BTMUA, is the most advantageous.

#### 16. TIME TO AWARD CONTRACT:

An award shall be made to the lowest qualified and responsible bidder(s). The BTMUA shall have sixty (60) days from the receipt of bids to either accept or reject any or all bids and a reasonable time thereafter in the event of any special circumstances or conditions requiring same. The BTMUA reserves the right to award items separately or in total. All security delivered with the bids, except the check or bond of the apparent lowest three bidders shall be returned within ten (10) working days thereafter. Within three (3) days, Sundays and holidays excluded, after the awarding and signing of the contract, the bid security of the remaining unsuccessful bidders shall be returned to them.

#### 17. EXECUTION OF CONTRACTS:

The successful bidder(s) shall enter into a written contract with the Authority for the faithful performance of his bid.

#### **18. LENGTH OF CONTRACT:**

The term of this Contract shall be for one year from the date specified on the day of the award except where an alternate bid has been solicited for a different length of time to be contracted. Prices bid shall remain in effect during the entirety of the contract and apply to any supplemental orders for like items approved by the Authority. Vendors must include a letter explaining any deviation from this requirement in with the bid package at the time of submission.

#### **19. SUBCONTRACTS:**

The Brick Township Municipal Utilities Authority will recognize only the successful bidder(s) for the proper execution of the entire work under this contract. No subcontractor shall be allowed to perform any work without the express permission of the Authority.

#### 20. DELIVERY:

Items will be ordered by Authority personnel. Item(s) are to be delivered to the BTMUA, as noted for all Item(s) on the Proposal page contained within these specifications. A Purchase Order will be supplied to the vendor at time of order and/or procurement.

Every bidder is requested to make a statement with his bid covering this stipulation, naming any exception or qualification, and failure to make this statement will be interpreted to mean that the stipulation is accepted as stated. All deliveries to the BTMUA shall be made between the hours of 8:30 a.m. and 3:30 p.m., Monday-Friday. Weekend or holiday deliveries are not acceptable.

If the person or firm to whom an award is made fails to furnish the items as specified, the Authority may cancel the order and may deduct and retain out of the monies due, or which may become due, to such person or firm from the Authority such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Authority may or shall be obliged to pay to procure such supplies from other parties. Surety or bonds may also be used.

#### **21. QUALITY:**

All item(s) quoted must conform to description and specifications as they appear on the bid proposal and/or specification page(s) attached by the BTMUA. Manufacturer's or distributor's catalog or model numbers that have been referred to for the purpose of establishing the style and quality of the items which the BTMUA will accept. Vendors may quote on items equally good, <u>BUT</u> vendors shall insert the catalog and/or model number of the items for which they are quoting in the appropriate column on the quotation form. <u>Each person or firm submitting quotations shall submit catalogs, brochures, technical data and/or other pertinent data which clearly describes the items quoted to evaluate compliance with the specifications. All exceptions must be noted and placed in writing on the exception list form and/or on a separate sheet attached to the exceptions list form if needed.</u>

#### **22. QUANTITY REQUIREMENTS:**

The Authority's requirements are based on future projections and usage data for the length of the contract. The quantity listed is an estimate only, and the Authority does not guarantee to purchase any definite quantity. The amount purchased, however, shall be all of the Authority's requirements during the term of the contract, whether it be more or less than the estimate.

#### 23. DOMESTIC PRODUCTS:

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.R.S. 40A:11-18. Preference will be given to products made or manufactured in the U.S.A. If applicable, a certificate of origin will be provided upon delivery.

#### **24. ESCALATOR CLAUSES:**

Bids which contain escalator clauses will not be considered except on fuel oil or gasoline bids. If bidder cannot guarantee price quoted or cannot deliver the item quoted on within 180 days from the date of order, he must not quote the item.

#### 25. PAYMENT:

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order, and necessary action by the BTMUA. The contractor will not have the privilege for partial payments of account. Billings are to be made for complete orders only, and the BTMUA will not clear invoices covering parts of orders. Orders must be completed in their entirety before payment is made.

#### **26. INDEMNIFICATION AGAINST CLAIMS:**

The successful bidder shall indemnify and save harmless the BTMUA, the BTMUA's agents, and the BTMUA's employees, from and against all losses, suits, claims, actions, demands, payments, recoveries, and judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials or items furnished or delivered under the contract to be awarded here under or by or on account of any act of omission of any contractor, his, it's or their agents or employees and in case any such action be brought against the BTMUA the contractor shall immediately take charge and defend same at his, it's or their own cost and expense. The BTMUA may, if it so desires, defend such action and charge the expense of same to the contractor.

#### **27. STATEMENT OF CORPORATE OWNERSHIP:**

All corporations <u>must</u> attach to their bid a statement, on their company letterhead, confirming the company is a corporation and setting forth the names and addresses of all owners of the corporation.

#### 28. STOCKHOLDERS DISCLOSURE:

All corporations or partnerships <u>must</u> attach to their bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding 10% ownership criteria has been listed. See Stockholders Disclosure Form attached.

#### 29. AFFIRMATIVE ACTION REQUIREMENTS:

Bidders are required to comply with the Affirmative Action Requirements of PL. 1975, C. 127 (N.J.A.C. 17). All successful vendors must submit the required **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements.

#### **30. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS:**

Bidders are required to comply with the New Jersey Anti-Discrimination Provisions of N.J.S.A. 10:2-1 et seq.

#### **31. AMERICANS WITH DISABILITIES ACT:**

Bidders are required to comply with the Americans with Disabilities Act of 1990.

#### 32. SURETY:

Each bid must be accompanied by a certified check, cashier's check, or bid bond issued by a surety company licensed to do business in New Jersey, in the amount of 10% of the total amount of the bid, but not in excess of \$20,000. Where a bid bond is submitted, the surety company shall submit an Agreement of Surety in substantially the form attached hereto or the bid shall be rejected, power of attorney, and statement of financial condition must accompany same. Where one or more price or alternate price is offered, the deposit is based on the extension of the highest price or alternate price. This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if his proposal is accepted. Such check or bonds will be returned to all except the successful bidders promptly following awards. All awards are based on the provision that such bids do not exceed the funds available. If required, the successful bidder will supply a completion bond.

#### 33. INSURANCE:

The successful bidder cannot commence work under the terms of the specifications until he has furnished certificates of insurance to the BTMUA showing that he has contractor's public liability and workers compensation insurance to protect himself and the BTMUA. Therefore, a certificate of insurance naming the Brick Township Municipal Utilities Authority as additional insured must be provided with the bid submittal. The limits of bodily injury and property damage shall be in sufficient amounts to totally indemnify and save harmless the BTMUA. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

34. <a href="PAY-TO-PLAY">PAY-TO-PLAY</a>: Please go to the ELEC state website: <a href="https://www.elec.nj.gov/pay2play/p2p.html">https://www.elec.nj.gov/pay2play/p2p.html</a> for details on the NJ Pay-To-Play laws, forms can be filed online. Please print the form filed and attach it in the bid package.

#### 35. TRUTH IN CONTRACTING:

Bidder should be aware of the following statutes that represent the "Truth in Contracting" laws.

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

#### STOCKHOLDERS DISCLOSURE FORM

Name:			
_			
Address:			
— City and State:		Zip:	
10% or more interes ownership through t	t in the bidder's firm. If corporate the corporation is 10% or more of bmitted to the Brick Township Mu	Il owners, partners, directors, officers, and in owner, list in the spaces provided stockhold the bidder's firm, complete affidavit at botto inicipal Utilities Authority, use the form for a	ers, or owners, whose om of this form. If this
Name	Address	City/State/ Zip	Percent
<u>Owned</u>			
		<del>-</del>	
President or Preside	nt of Firm:		
	(Type or Print Nam	ne and Phone Number)	
		<u>AFFIDAVIT</u>	
I CERTIFY THAT:			
		nas been submitted to the Brick Township Mo to the best of my knowledge with the excep	•
List of sto	ckholders above is current and co	rrect to the best of my knowledge.	
There are	no stockholders holding 10% or m	ore in this corporation or firm to the best of	my knowledge.
Signature of Authori	zed Representative:		
Type or Print Name a	and Title:		
Date			

#### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

#### GOODS, PROFESSIONAL SERVICE and GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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 and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.** 

#### **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

A. Procurement, Professional & Services Contracts

All successful vendors must submit within <u>three days</u> of the notice of intent to award or the signing of the contract, one of the following documents to the Authority.

Failure to submit one of the following will result in the contractor's bid being rejected as non-responsive.

- 1. A photocopy of their <u>Federal Letter of Affirmative Action Plan Approval.</u>
- 2. A photocopy of their Certificate of Employee Information Report.
- 3. If the contractor cannot present (1) or (2), the contractor is required to submit a completed Employees Information Report Form AA-302. This form will be made available to contractors by the Brick Township Municipal Utilities Authority, if required.

Name of Company:		
Signature:	Title:	
Date:		

## 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.

Name of Company:	 	 
Signature:		
Title:		
Date:	 _	

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Company:		
Signature:	Title:	
Date:		



#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION TITLE & #:			
VENDOR NAME:			
Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any per- renewal contract must certify that neither the person nor entity, nor any of its parents, Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must Director of the Division of Purchase and Property finds a person or entity to be in violal rule orcontract, including but not limited to, imposing sanctions, seeking compliance, suspension of the party.	subsidiaries, or affiliates, is identified on the New Jersey Department of the n. The Chapter 25 list is found on the Division's website at: st review this list prior to completing the below certification. If the ation of the law, She/He shall take action as may be appropriate and provided by law,		
CHECK THE APP	ROPRIATE BOX		
I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021 or affiliates is listed on the New Jersey Department of the Treasury's Chapter	1, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, r 25 List of entities determined to be engaged in prohibited activities in Iran.		
OR			
I am unable to certify as above because the Vendor/Bidder and/or one or mor the Treasury's Chapter 25 List. I will provide a detailed, accurate and precis subsidiaries or affiliates, has engaged in regarding investment activities in			
Entity Engaged in Investment Activities Relationship to Vendor/ Bidder Description of Activities			
Duration of Engagement Anticipated Cessation Date *Attach Additional Sheets If Necessary.			
	CATION		
I, the undersigned, certify that I am authorized to execute this certification on behalf of the knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the date of this certification through the completion of any contract(s) with the State to notify that it is a criminal offense to make a false statement or misrepresentation in this certificatic constitute a material breach of my contract(s) with the State, permitting the State to declare	the information contained herein, and that the Vendor is under a continuing obligation from the State in writing of any changes to the information contained herein; that I am aware ion. If I do so, I may be subject to criminal prosecution under the law, and it will		
Signature of Authorized Representative	Date		
Print Name and Title			



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

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

	(Check the Appr	ropriate Box)
A.	That the Vendor is not identified on the OFAC Spaceount of activity related to Russia and/or Belarus	pecially Designated Nationals and Blocked Persons list on us.
	OR	
В.		necause the Vendor is identified on the OFAC Specially naccount of activity related to Russia and/or Belarus.
	OR	
c.	<u>Designated Nationals and Blocked Persons list.</u> Hand/or Belarus consistent with federal law, regulation	ecause the Vendor is identified on the OFAC Specially owever, the Vendor is engaged in activity related to Russia ation, license or exemption. A detailed description of how arus is consistent with federal law is set forth below.
	<u>-</u>	
		(Attach Additional Sheets If Necessary.)
Signature of	f Vendor's Authorized Representative	Date
Print Name	and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Na	ame	Vendor's Phone Number
Vendor's Ad	ddress (Street Address)	Vendor's Fax Number
Vendor's Ad	ddress (City/State/Zip Code)	Vendor's Email Address

NJ Rev. 1.22.2024

<sup>&</sup>lt;sup>1</sup> 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).

#### NEW JERSEY BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS N.J.S.A. 52:32-44 (P.L. 2004, c.57)

(Assembly No. 3130 signed into law 6/29/04, Chapter 57 Law of 2004)

This law is requires all businesses to register with the Division of Revenue and receive a Business Registration Certificate that must be provided to all local units of government you transact with. This law came into effect September 1, 2004.

The law provides in part that:

- A. A copy of the Business Registration Certificate, issued by the New Jersey Department of the Treasury, shall be submitted to the Local Unit of Government **before** any Purchase Order or other contracting document can be issued.
- B. A copy of the Business Registration Certificate shall be provided at the time any bid or request for proposal is submitted. In a bid situation failure to do so is a **fatal** defect and cannot be cured.
- C. Contractors are responsible for notifying any subcontractors of this requirement.
- D. This law applies to all vendors, in state and out of state.

The Business Registration Certificate can be obtained by contacting the below referenced number:

Division of Revenue, Business Registration Certificate

To obtain a NJ BRC, call (609) 292-9292 or (609) 292-1730 or log onto <a href="www.nj.gov/njbgs">www.nj.gov/njbgs</a> in order to comply with this requirement. The staff at the Division of Revenue office should be able to answer any questions you may have regarding this legislation. Thank you for your time.

\*\*\*\*\*\*

#### **NON-COLLUSION AFFIDAVIT**

State of		_, County of	
I,		, of the City of	
in the County of		_ and the State of	
of full age, being duly sworn to law on my oath,	depose and	say that I am of the firm	
the Bidder making the bid and that I executed sor indirectly, entered into any agreement, partic free, competitive bidding in connection with the and in this affidavit are true and correct and ma Authority relies upon the truth of the statement awarding the above-named contract.	cipated in an above-nam de with full l	y collusion, or otherwise taken ed contract; and that all statem knowledge that The Brick Towns	any action in restraint of ents contained in said bid ship Municipal Utilities
I further warrant that no person or selling agence an agreement or understanding or a commission commercial or selling agencies maintained by	n, percentag	e, brokerage or contingent fee,	except bona fide established
(Name of Bidder)			(N.J.S.A. 52:3415)
	BY_		
		(Type Name and Title)	
Subscribed and sworn to before me			
this	Day of		, 20
Notary Public of New Jersey			
		(SEAL)	

## STATE TREASURER'S LIST OF <u>DEBARRED, SUSPENDED & DISQUALIFIED BIDDERS</u>

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY			
COUNTY OF			
I,		of the City of	
in the County of		and the State of	of full age,
being duly sworn according to	law on my oath depo	se and say that:	
the Proposal for the above na bidder at the time of making of Suspended and Disqualified B correct, and made with the fur contained in said Proposal and The undersigned further warr of Debarred, Suspended and I Guarantee Period, that The Bithis Eligibility Affidavit.  The undersigned understands disqualification in contracting	dersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and fication in contracting with the State of New Jersey and the Department of Environmental Protection if the stor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to		authority to do so that said a Treasurer's List of Debarred, and in this affidavit are true and truth of the statements the contract for said work.  For an the State Treasurer's List of this Contract, including the ately notified by the signatory of debarment, suspension and/or conmental Protection if the
(Insert Name and Title of Affia	int)	(Insert Name and Addre	ess of Contractor)
Subscribed and sworn before	me		
This	day of	20	
Notary Public of			
My commission expires		, 20	

#### **AGREEMENT OF SURETY**

The	, a corporation created and existing under the laws of
the State of	whose principal office is in
and is duly authorized to transact	ousiness in the State of New Jersey (hereinafter called the Surety), hereby
undertakes that if the accompany	ng bid of
(hereinafter called the Bidder) date	dfor
portion of the same, the said bidd contract with The Brick Township and sufficient surety for the faithf into such contract and give such b	tems of material and workmanship proposed to be furnished thereby, or as to any r shall, within ten (10) days after notice of the award of contract, enter into a Municipal Utilities Authority (hereinafter called the Obligee), and give bond with good I performance of such contract, or in the event of the failure of the Bidder to enter and, the Surety will pay the Obligee the difference between the amount specified in the Obligee may contract with another party to perform the work covered by said as of the former.
Provided and subject to condition	precedent:
	s in equity brought or to be brought against the Surety to recover any claim service had upon the Surety within ninety (90) days after the acceptance of said bid of
	gned corporation has caused this agreement to be signed by its proper officers and eto this, 20, 20
Attest:	
	BY:
(Affix seal here)	(Typed name and title)

## **BID GUARANTEE**

This Proposal is accompanied by bid security in accordance with the conditions state in the Invitation to Bid. The bid security is in the form of:
A. Surety Bid Bond
B. Certified/Treasurer's check
The amount of
(\$)
Payable to: Brick Township MUA
The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to an retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.
In compliance with the Laws of the State the Bidder is:
An individual A Partnership A Corporation
ofhaving principal
offices at

## Form (Rev. October 2018) Department of the Treasury

## Request for Taxpayer Identification Number and Certification

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

	Revenue Service	► Go to www.irs.gov/FormW9 for ins	structions and the late	st inforn	nation	1.		١	ou			
	1 Name (as shown	on your income tax return). Name is required on this line; of	lo not leave this line blank.									
	2 Business name/o	disregarded entity name, if different from above										
Print or type. Specific Instructions on page 3.	Individual/solsingle-member Limited liabilit Note: Check LLC if the LLC is disregarded	e proprietor or C Corporation S Corporation by company. Enter the tax classification (C=C corporation, S the appropriate box in the line above for the tax classification is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax pd from the owner should check the appropriate box for the	Partnership S=S corporation, P=Partner on of the single-member over from the owner unless the outproses. Otherwise, a sing	rship) ► wner. Do owner of the country of the c	st/esta	te eck is that	certair instruce Exemp Exemp code	emption n entitie ctions c ot payee otion fro (if any)	es, not on page e code om FAT	individe 3): (if any	duals	ting
Spec	Other (see ins	r, street, and apt. or suite no.) See instructions.		Request	er's na			ress (o			tside ti	ne U.S.)
See	6 City, state, and 2	ZIP code										
	7 List account num	ber(s) here (optional)										
	-	The Control of the Co										
Par		yer Identification Number (TIN) propriate box. The TIN provided must match the na	me given on line 1 to av	oid	Socia	l secu	ıritv n	umber				
packu	p withholding. For	individuals, this is generally your social security nu	mber (SSN). However, f		1	1	] [		7 [	T	T	T
		rietor, or disregarded entity, see the instructions for yer identification number (EIN). If you do not have a		at a			-		-			
7N, la		yer identification humber (Env). If you do not have a	number, see now to ge		or							
		n more than one name, see the instructions for line	. Also see What Name and Employer				identification number					
Vumb	er To Give the Red	quester for guidelines on whose number to enter.				_						
Dow	T Contifi	-ation								_		
Part	Certific penalties of perju									_		
2. I am Sen	not subject to ba vice (IRS) that I an	n this form is my correct taxpayer identification num ackup withholding because: (a) I am exempt from ba n subject to backup withholding as a result of a failu backup withholding; and	ckup withholding, or (b)	) I have n	not be	en no	tified	by the	Inter			
		other U.S. person (defined below); and										
		ntered on this form (if any) indicating that I am exem		•		a. da la	-44-	haala w		والمام و	h	
you ha acquis	ve failed to report	s. You must cross out item 2 above if you have been r all interest and dividends on your tax return. For real es ent of secured property, cancellation of debt, contribut vidends, you are not required to sign the certification,	state transactions, item 2 ions to an individual retir	does no ement an	t apply	y. For ment	morto (IRA),	gage in and ge	terest enerall	paid y, pay	, yme	nts
Sign Here	Signature of U.S. person	•		Date ►								
Ger	neral Instr	uctions	• Form 1099-DIV (di	vidends,	includ	ding t	hose	from s	tocks	or m	utua	al
	n references are t	o the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (	(various t	ypes	of inc	ome,	prizes	, awa	rds, d	or gr	oss
Future	developments.	For the latest information about developments d its instructions, such as legislation enacted	proceeds) • Form 1099-B (stock or mutual fund sales and certain other									
		d, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-S (prod</li> </ul>		m rea	l esta	te tra	nsacti	ons)			
Purp	ose of For	m	• Form 1099-K (mer	chant ca	rd and	d third	part	y netw	ork tr	ansa	ction	ns)
nform	ation return with t	orm W-9 requester) who is required to file an he IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home 1098-T (tuition)</li> </ul>	mortgage	e inter	rest),	1098-	-E (stu	dent l	oan i	nter	est),
		IN) which may be your social security number er identification number (ITIN), adoption	• Form 1099-C (can									
taxpay	er identification n	umber (ATIN), or employer identification number	• Form 1099-A (acqu									
amour	nt reportable on ar	ormation return the amount paid to you, or other n information return. Examples of information not limited to, the following.	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.									
		st earned or paid)	If you do not retur be subject to backup later.									

Form **W-9** (Rev. 10-2018)

#### **Brick Township MUA Terms & Conditions**

Please be advised that the Brick Twp. MUA is a local government agency and cannot guarantee terms of Net 30 days from date of invoice or pay late fees or finance charges. Following are terms and conditions of our purchase and payment policy:

- All shipments shall be made to Brick Utilities, 1551 Highway 88 West, Brick, NJ 08724.
- Deliveries to our warehouse are accepted Monday through Friday, 8:30 AM to 4:00 PM.
- Shipments are <u>not</u> to be made "C.O.D."
- Transportation is to be included on all quotes and invoices, unless otherwise agreed.
- Enclose packing slip with each shipment.
- The Authority retains the right to cancel an order if reasonable shipment cannot be made.
- The MUA utilizes a Purchase Order & Vouchering system. Once an order has be entered into our system and approved, Purchase Order and Voucher forms are printed and emailed or mailed to the vendor.
- All payments are made by check and require the return of signed vouchers by the vendor. Vouchers and the vendor invoice must be received by the 10<sup>th</sup> of the month to be eligible for payment that month following Approval by the Board of Commissioners at the regular monthly meeting, held on the last Thursday of each month.
- We require that purchase orders are completed in full before processing payment.
- The MUA requires all vendors to complete IRS Form W-9 to establish a vendor account number. At your request, a blank form can be provided to you for completion and return upon acceptance of these terms.
- Upon acceptance of the terms above, The MUA requires submittal of a NJ Business Registration Form from vendors with whom purchases are expected to reach or exceed \$6,600.00, or 15% of our bid threshold in the current year. Information on how to obtain this will be forwarded upon your request.
- Should you require, the MUA will provide credit references and/or our Tax Form W-9 upon request.
- Please be advised that the Brick Twp. MUA is a local government agency and not subject to sales tax.
- If you require a copy of Form ST-4, or any other additional information, please email your request to <a href="mailto:dcurcio@brickmua.com">dcurcio@brickmua.com</a> or contact <a href="mailto:Deanna Curcio at extension 4227">Deanna Curcio at extension 4227</a>.

BY SIGNING BELOW THE VENDOR AGREES TO THE TERMS AND CONDITIONS AS OUTLINED ABOVE.

Company Name	Date	
Vendor Signature	-	
Printed Name	Title	

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

#### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	<u>Dated</u>	Acknowledge Receipt
		(Initial)
	No addenda(s) were received:	
Acknowledged for:	(Name of Company Bidding)	
	(Name of Company Bluding)	
Ву:		
	(Signature of Authorized Representative)	
Name:		
	(Print or Type)	
	, , ,	
Title:		<del></del>
Dato		

## **SECTION TWO**

## MATERIAL SPECIFICATIONS

&

PROPOSAL PAGE(S)

&

ATTACHMENTS A, B & C

#### **BID PROPOSAL**

The undersigned hereby proposes to furnish and deliver all items specified on the attached pages for which prices are herewith given, in strict accordance with these specifications, and hereby accepts the forgoing conditions under which this contract is to be awarded and agrees to be bound thereby.

The prices quoted include all charges and expenses for furnishing and delivering all items in the manner and under the conditions specified, except where otherwise stated.

The undersigned hereby declares that this bidder is the only person interested in this estimate, and that no other person then herein named has any interest in this estimate or in the contract proposed to be taken; that it is to be made without any connection with any person bidding for the same items and is in all respects fair and without collusion or fraud.

The undersigned does further declare that no member of the Authority or any officer or other employee of the Authority is directly or indirectly interested therein of in any portion of the profit thereof.

Name of Company:		
Name of Authorized Bidder (Print):		
Authorized Bidder Signature:		
Title:		
Address:		_
	Fax Number:	
Bid Total in Words:		
Total amount of Bid: \$	Deposit/Surety Enclosed: \$	
Date:		

## MAIN PUMP CONTROL PANEL UPGRADE JOBSITE LOCATION: STORMWATER PUMPING STATION 200 SEA AVENUE, BLDG. 100 POINT PLEASANT BEACH, NJ 08742

#### PLEASE READ ALL SPECIFICATIONS IN ATTACHMENTS A, B & C

Part #	Qty.	Description	Price Each
TP-P-01	1	Main pump control Panel upgrade with Industrial Grade Radar Level Transmitter. Includes all electrical engineering, custom programming using standardized Schneider Electric PLC, and wiring diagrams. Panel to interface with 3 cat pumps for lead/lag and PID modulation control based on demand (well level setpoint deviation). Controls to interface with neighboring annunciator panel PLC for alarming/annunciation. PLC will come with desired communication protocol, ability to interface with SCADA system, and have expandable IO for future. Panel to be wall-mounted and NEMA 4 rated. 10" (or larger) HMI Touchscreen, Lights, Operators, and 3-point latching door.	
Installation and Commissioning	1	Approximately (4) days on site to disconnect and remove existing obsolete control panel, rig in and mount new control panel, adjust conduit as necessary to bring all wires into new control panel, terminate all wires, run comm wire to alarm panel, install new radar level sensor, and perform wiring and full functionality checkout.  Outage to be approximately (2) days. Hours worked on these initial days can exceed the typical 8hr work day pursuant of a short outage.  As-built drawings, copy of program, sequence etc. to be provided upon completion of work.  (1) Day start-up training after install is complete	

TOTAL COST: \$	
LEAD TIME FOR JOR TO BE COMPLETED:	

## BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY MATERIAL SPECIFICATIONS EXCEPTION SHEET

Bidder must itemize all exceptions to the specifications on the form provided. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual exception will be cause for bid rejection.

1			
	 	 	·
2	 	 	
3	 	 	
4			
5			

Unless otherwise stated by the Bidder in the space provided, the proposal will be considered as being in strict accordance with the specifications outlined herein.

#### PLEASE READ ALL SPECIFICATIONS IN FOLLOWING ATTACHMENTS A, B & C

# ATTACHMENT A

Power Supply	Power supply module X80 – 100 to 240 V AC-20 W
1 CPU	Processor, Modicon M340, max 512 discrete + 128 analog I/O, Modbus
1 Rack	Rack, Modicon M340 automation platform, 8 slots, panel, plate, or DIN rail mounting
2 DIN Modules	Discrete input module, Modicon X80, 16 inputs, 24V AC or DC, positive or negative
4 DI/O Accessories	Cord set, 20-way terminal one end flying leads – for M340 I/O – 3m
2 Rout Modules	Discrete output module M340 16 outputs – relay – 24V DC
1 AIN Module	Analog input module M340 – 4 inputs – high speed
1 AOUT Module	Analog output module M340 – 4 outputs
1 HMI	Touch panel screen, Harmony STS, 15-inch-wide display, 2 COM, 2 ethernet, USB host and device, 24V DC
2 AIO Accessories	Shielded cord set, Modicon X80, 20-way terminal, one end flying leads, 3m
1 DIN Module	Discrete input module, Modicon X80, 16 isolated inputs,100 to 120V AC
1 DI Accessories	Cord set, Modicon X80, 40-way terminal, one end flying leads, 3m

# ATTACHMENT B MANUFACTURER SPECIFICATIONS



# Modicon M340 automation platform

Mid-range PLC/PAC for industrial process and infrastructure control







## Harmony ST6

High-resolution and cost-efficient basic HMI









## processor, Modicon M340, max 512 discrete, 128 analog IO, Modbus

BMXP341000

Product availability: Stock - Normally stocked in distribution facility

-			٠	
П	И	а	1	n

Range Of Product	Modicon M340 automation platform
Product Or Component Type	Processor module
Number Of Racks	2
Number Of Slots	11
Discrete I/O Processor Capacity	512 I/O single-rack configuration
Analogue I/O Processor Capacity	66 I/O single-rack configuration 128 I/O multi-rack configuration
Number Of Application Specific Channel	20
Monitoring	Diagnostic counters Modbus Event counters Modbus

#### Complementary

Control Channels	Programmable loops
Integrated Connection Type	Non isolated serial link RJ45 character mode asynchronous in baseband, RS232C 2
	twisted shielded pairs 0.319.2 kbit/s full duplex
	Non isolated serial link RJ45 character mode asynchronous in baseband, RS485 1
	twisted shielded pair 0.319.2 kbit/s half duplex  Non isolated serial link RJ45, master/slave Modbus, RTU/ASCII asynchronous in
	baseband, RS232C 1 twisted shielded pair 0.319.2 kbit/s half duplex
	Non isolated serial link RJ45, master/slave Modbus, RTU/ASCII asynchronous in
	baseband, RS485 1 twisted shielded pair 0.319.2 kbit/s half duplex
	USB port 12 Mbit/s
Communication Module	2 Ethernet communication module
Processor Capacity	2 AS-Interface module
Number Of Devices Per Segment	032character mode)
	032Modbus)
Number Of Devices	2 point-to-point character mode
	2 point-to-point Modbus
Bus Length	0.0032.81 ft (010 m) serial link non isolated character mode segment
	0.0032.81 ft (010 m) serial link non isolated Modbus segment
	0.003280.84 ft (01000 m) serial link isolated character mode segment
	0.003280.84 ft (01000 m) serial link isolated Modbus segment
	0.0049.21 ft (015 m) character mode point-to-point
	0.0049.21 ft (015 m) Modbus point-to-point
Maximum Tap Links Length	<49.21 ft (15 m) serial link non isolated character mode segment
	<49.21 ft (15 m) serial link non isolated Modbus segment
	<131.23 ft (40 m) serial link isolated character mode segment
	<131.23 ft (40 m) serial link isolated Modbus segment
Number Of Addresses	0248 character mode
	0248 Modbus
Requests	1 K data bytes per request character mode
	252 data bytes per RTU request Modbus
	504 data bytes per ASCII request Modbus

Price is "List Price" and may be subject to a trade discount - check with your local distributor or retailer for actual price.

Jan 18, 2024

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imer. This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications.

Control Parameter	One CRC on each frame (RTU) Modbus
	One LRC on each frame (ASCII) character mode
	One LRC on each frame (ASCII) Modbus
Memory Description	Internal RAM 2048 kB
	Internal RAM 128 kB data
	Internal RAM 1792 kB program constants and symbols
	Supplied memory card (BMXRMS008MP) backup of programs, constants, symbols
	and data
Maximum Size Of Object Areas	128 kB unlocated internal data
	16250 %Mi located internal bits
	32464 %MWi internal words located internal data
	32760 %KWi constant words located internal data
Default Size Of Object Areas	128 %KWi constant words located internal data
	256 %Mi located internal bits
	512 %MWi internal words located internal data
Application Structure	1 periodic fast task
	32 event tasks
	1 cyclic/periodic master task
	No auxiliary task
Execution Time Per Instruction	0.18 µs Boolean
	0.26 µs double-length words
	0.38 µs single-length words
	1.74 µs floating points
lumber Of Instructions Per Ms	4.2 Kinst/ms 65 % Boolean + 35 % fixed arithmetic
	5.4 Kinst/ms 100 % Boolean
System Overhead	0.2 ms fast task
	1.05 ms master task
Current Consumption	72 mA 24 V DC
Supply	Internal power supply via rack
farking	CE
tatus Led	1 LED (Green) processor running (RUN)
	1 LED (Red) I/O module fault (I/O)
	1 LED (Red) memory card fault (CARD ERR)
	1 LED (Red) processor or system fault (ERR)
	1 LED (Yellow) activity on Modbus (SER COM)
et Weight	0.44 lb(US) (0.2 kg)
Invironment	
mbient Air Temperature For	32140 °F (060 °C)
	32140 F (U00 °C)

Ambient Air Temperature For Operation	32140 °F (060 °C)	
Relative Humidity	1095 % without condensation	
Ip Degree Of Protection	IP20	
Protective Treatment	тс	
Directives	2014/35/EU - low voltage directive	_
	2014/30/EU - electromagnetic compatibility	
Product Certifications	CE	
	UL	
	CSA	
	RCM	
	EAC	
	Merchant Navy	
Standards	EN 61131-2	
	EN/IEC 61010-2-201	
	UL 61010-2-201	
	CSA C22.2 No 61010-2-201	
	IACS E10	
	EN/IEC 61000-6-5, interface type 1 and type 2	
	EN/IEC 61850-3, location G	
Environmental Characteristic	Hazardous location class I division 2	

# Ordering and shipping details

Category	US1PC3418160
Discount Schedule	PC34
Gtin	3595863910698
Returnability	Yes
Country Of Origin	FR

## **Packing Units**

Unit Type Of Package 1	PCE
Number Of Units In Package 1	1
Package 1 Height	2.17 in (5.500 cm)
Package 1 Width	4.33 in (11.000 cm)
Package 1 Length	4.72 in (12.000 cm)
Package 1 Weight	8.36 oz (237.000 g)
Unit Type Of Package 2	S02
Number Of Units In Package 2	15
Package 2 Height	5.91 in (15.000 cm)
Package 2 Width	11.81 in (30.000 cm)
Package 2 Length	15.75 in (40.000 cm)
Package 2 Weight	8.60 lb(US) (3.900 kg)

### **Contractual warranty**

Warranty 18 months

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#### Sustainability

Green Premium<sup>TM</sup> label is Schneider Electric's commitment to delivering products with best-inclass environmental performance. Green Premium promises compliance with the latest regulations, transparency on environmental impacts, as well as circular and low-CO2 products.

Guide to assessing product sustainability is a white paper that clarifies global eco-label standards and how to interpret environmental declarations.

Learn more about Green Premium

Guide to assess a product's sustainability

#### Well-being performance

Mercury Free Rohs Exemption Information

Reach Regulation REACh Declaration

Pro-active compliance (Product out of EU RoHS legal scope) **Eu Rohs Directive** 

China Rohs Regulation China RoHS declaration

The product must be disposed on European Union markets following specific waste collection and never end up in rubbish bins. Weee

California Proposition 65

WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to

www.P65Warnings.ca.gov

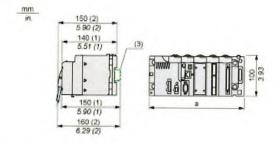
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**Dimensions Drawings** 

#### Modules Mounted on Racks

#### **Dimensions**



- (1) With removable terminal block (cage, screw or spring).
- (2) With FCN connector.
- (3) On AM1 ED rail: 35 mm wide, 15 mm deep. Only possible with BMXXBP0400/0400H/0600/0600H/0800/0800H rack.

Rack references	a in mm	a in in.
BMXXBP0400 and BMXXBP0400H	242.4	09.54
BMXXBP0600 and BMXXBP0600H	307.6	12.11
BMXXBP0800 and BMXXBP0800H	372.8	14.68
BMXXBP1200 and BMXXBP1200H	503.2	19.81

# Level I Radar





#### Level measurement with radar

In continuous non-contact level measurement with radar, the sensor sends microwave signals towards the medium from above. The surface of the medium reflects the signals back in the direction of the sensor. Using the received microwave signals, the sensor determines the distance to the product surface and calculates the level from it. Liquids and bulk solids are commonly measured with this measuring technique.

#### The advantages

- √ Non-contact level measurement with radar is characterized by especially high measurement accuracy
- Measurement is unaffected by the measured medium and the process conditions
- √ User-friendly adjustment saves time

# Product information Radar

Level measurement in liquids and bulk solids VEGAPULS 6X









Application	Liquids and bulk solids for all process conditions
Measuring range	up to 120 m
Antenna	Integrated antenna, horn antenna, lens antenna, parabolic antenna
Process fitting	Thread from G%", flanges from DN20/%", hygienic fittings
Process temperature	-196 +450 °C
Process pressure	-1 +160 bar (-100 +18000 kPa)
Accuracy	±1 mm
Frequency range	W-band (80 GHz), C-band (6 GHz), K-band (26 GHz)
Signal output	4 20 mA/HART, APL, Profibus PA, Foundation Fieldbus, Modbus
Display/adjustment	PLICSCOM, PACTware/DTM, VEGADIS 81, VEGADIS 82, VEGA Tools app
Approvals	ATEX, UKEX, IECEx, FM, CSA, NEPSI, EAC (GOST), INMETRO, TIIS, KOSHA/KTL, CCOE, UKR Sepro, Overfill protection, Ship, SIL2/3, foot
Benefit	√ Universal use through different antenna versions

#### 2 Technical data



Measuring range up to	120 m (393.7 ft)
Deviation, depending on the version	≤1 mm
Beam angle, depending on antenna	3*
Measuring frequency	W-band (80 GHz technology) C-band (6 GHz technology) K-band (26 GHz technology)
Process fitting	Mounting strap Compression flanges from DN 80, 3* Thread from G%, % NPT Flanges from DN 20, %* Encapsulated antenna system flanges from DN 50, 2* Flanges with swivelling holder from DN 100, 4*
Process pressure	-1 25 bar (-100 2500 kPa/-14.5 362.6 psig)
Process temperature	-196 +450 °C (-321 +842 °F)
Ambient, storage and trans- port temperature	-40 +80 °C (-40 +176 °F)
Operating voltage	12 35 V DC
Output signal	4 20 mA/HART Profibus PA Foundation Fieldbus Modbus
Bluetooth standard	Bluetooth 5.0
Effective range typ.	25 m (82 ft) <sup>13</sup>
Adjustment	Display and adjustment module PLICSCOM PACTware/DTM FDI incl. PA-DIM VEGA Tools app EDD
Protection acc. to IEC 60529	IP66/IP67 IP66/IP68 (0.2 bar) IP68 (1 bar) IP69K
Protection acc. to NEMA	Type 4X Type 6P





#### **VEGAPULS 6X**

Radar sensor for continuous level measurement of liquids and bulk solids

#### - Overview



#### Application area

VEGAPULS 6X is a radar sensor for continuous level measurement of liquids and bulk solids.

The small process fittings offer particular advantages for liquids in small tanks or tight mounting spaces. The very good signal focusing ensures the use in vessels with many installations such as stirrers and heating soirals.

For bulk solids under most different process conditions, the device is ideal for level measurement in very high silos, large bunkers and segmented vessels. The VEGAPULS 6X is equipped with an encapsulated plastic antenna or a lens antenna integrated into the metal flange for this.

#### Applications

The VEGAPULS 6X can be used in almost all industrial areas and applications. It is selected and adapted simply by an application-orientated configuration and setup.

#### Your benefit

- Maintenance-free operation thanks to non-contact measuring principle
- High plant availability, because wear and maintenance free
- · Exact measuring results independent of process conditions

#### Function

The device sends a continuous radar signal or extremely short microwave pulses, depending on its measuring frequency, via its antenna. The transmitted signal is reflected by the medium and received as an echo by the antenna.

The frequency difference between the transmitted and the received signal or the time from transmitting to receiving the signals is proportional to the distance and depends on the filling height.

The thus determined filling height is transformed into an appropriate output signal and output as a measured value.

#### Technical data

Measuring range up to 120 m (393.7 ft)

Deviation ≤ 1 mm Beam angle depending on 3°

antenna

Measuring frequency W-band - 80 GHz, C-band - 6 GHz, K-

band - 26 GHz technology

Process fitting Mounting straps, compression flanges from DN 80, 3\*, thread from G¾, ¼ NPT,

encapsulated antenna system, flanges from DN 50, 2°, flange with swivelling

holder from DN 100, 4\*

Process pressure -1 ... 25 bar (-100 ... 2500 kPa/-

14.5 ... 362.6 psig)

Process temperature -196 ... +250 °C (-321 ... +482 °F)

Ambient, storage and transport temperature -40 ... +80 °C (-40 ... +176 °F)

Bluetooth standard Bluetooth 5.0
Bluetooth range typically 25 m (82 ft)
Operating voltage 12 ... 35 V DC

Output signal 4 ... 20 mA/HART, Profibus PA, Founda-

tion Fieldbus, Modbus

Protection rating IP66/IP67, IP66/IP68 (0.2 bar)/IP69, IP66/IP69 (1.5 bar) IP66/IP69 (

IP66/68 (1 bar) – acc. to IEC 60529; Type 4X, Type 6P – acc. to NEMA

#### Materials

The wetted parts of the instrument are made of 316L, PP, PTFE or PEEK. The process seal is made of FKM, FFKM, EPDM or PTFE.

A complete overview of the available materials and seals can be found on our homepage under " Products".

#### Housing versions

The housings are available as single or double chamber version in plastic, stainless steel or Aluminium. They are available in protection class IP68 (1 bar).

#### Electronics versions

The device is available in different electronic versions.

- + 4 ... 20 mA/HART in two or four-wire version
- · Profibus PA, Foundation Fieldbus, Modbus protocol
- Integrated overvoltage arrester, additional current output, integrated radio module PLICSMOBILE 81

#### Approvals

Worldwide approvals are available for VEGA instruments, e.g. for use in hazardous areas, on ships or in hygienic applications.

For approved devices (e.g. with Ex approval) the technical data in the respective safety instructions are applicable.

You can find detailed information in the available approvals on our homepage under \* Downloads\*.



#### Adjustment directly at the measuring point

The adjustment of the instrument is carried out via the optional display and adjustment module PLICSCOM or via a PC with the adjustment software PACTware and corresponding DTM.

#### Wireless adjustment via Bluetooth

The Bluetooth version of display and adjustment module enables a wireless connection to standard adjustment units. This can be smartphones/tablets with iOS or Android operating system or PCs with PACTware and Bluetooth USB adapter.



Wireless connection to standard operating devices

Adjustment is hence carried out via a free-of-charge app from the Apple App Store or the Google Play Store or the adjustment software PACTware and respective DTM.

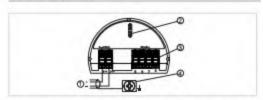


Adjustment via PACTware or app

#### Adjustment via remote systems

Further adjustment options are possible via a HART Communicator as well as manufacturer-specific programs such as AMS™ or PDM.

#### Electrical connection

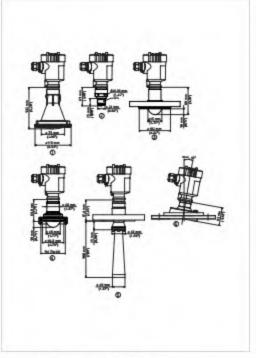


Electronics and connection compartment, single chamber housing (example)

- Voltage supply/Signal output
- For display and adjustment module or interface adapter
- 3 For external display and adjustment unit
- 4 Ground terminal for connection of the cable screening

#### Specification sheet

#### Dimensions



Dimensions and antenna versions VEGAPULS 6X

- 1 Plastic horn antenna
- 2 Thread with integrated antenna system
- Flange with encapsulated antenna system
- Hygienic fitting
- 5 Horn antenna
- 6 Flange with lens antenna

#### Information

You can find further information on the VEGA product line on our home-

In the download section of our homepage you'll find operating instructions, product information, industry brochures and approval documents as well as device and adjustment software.

#### Instrument selection

On our homepage under \* Products\* you can select the suitable measuring principle and instrument for your application.

There you will also find detailed information on the available device versions.

#### Contact

You can find your personal contact person at VEGA on our homepage under " Contact".

# ATTACHMENT

DRAWINGS OF EXISTING PANEL

