

CUMBERLAND COUNTY UTILITIES AUTHORITY

333 Water Street
BRIDGETON, NEW JERSEY 08302



SERVICE SPECIFICATIONS FOR:

Information Technology Consultant Services

Bid Opening: May 7, 2024, at 10:00 AM

Specification: 2024-08

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**ADVERTISEMENT
AND NOTICE TO BIDDERS CUMBERLAND
COUNTY UTILITIES AUTHORITY NEW JERSEY**

PUBLIC NOTICE

ADVERTISEMENT AND NOTICE TO BIDDERS

Sealed proposals for the Information Technology Consultant Services will be received, publicly opened and read aloud by the **Cumberland County Utilities Authority**, 333 Water Street, Bridgeton, NJ 08302, at the hour of 10:00 AM prevailing time, on Tuesday, May 7, 2024. Late bids will be returned unopened.

Bids shall be made on the bid forms provided and, in the manner, prescribed. They shall be enclosed in sealed envelopes bearing the legend:

Bid For: INFORMATION TECHNOLOGY CONSULTANT SERVICES – 2024-08

All Bidders are required to register by emailing Minerva Scogna at mスコグナ@ccuanj.gov providing Contact Name and information including email address.

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

The Cumberland County Utilities Authority reserves the right to waive any informality in any bid and to reject any or all bids as provided for in the instructions to bidders.

Bid specifications can be downloaded at www.ccu.gov under Current Projects or may be obtained for \$10 fee from the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, daily between 8:30 AM and 3:00 PM, or by mail upon telephone request by calling (856) 455-7120.

Minerva Scogna, Administrative Secretary

CUMBERLAND COUNTY UTILITIES AUTHORITY
GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Submission

Bids shall be submitted on the Bid Form supplied herewith. They shall be returned in sealed envelopes addressed to:

Cumberland County Utilities Authority
Attn: Minerva Scogna
333 Water Street
Bridgeton, NJ 08302

The envelope shall be marked in the lower left quadrant:

Bid For: Information Technology Consultant Services 2024-08

*The Authority accepts no liability for bids opened in error due to the absence of such notation.

2. Bid Security Required for this Bid: Yes () No (X)

When required, a bid bond, cashier's check, or certified check, payable to Cumberland County Utilities Authority, for 10 percent of the total amount of the bid (but not over \$20,000.00) shall accompany each bid. It shall be subject to forfeit and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the contract.

3. Performance Bond Required for this Bid: Yes () No (X)

When a Performance Bond is specified, bidders shall include with their bid a surety company's certificate that it will provide such a bond for 100% of the total bid amount if the bidder is awarded a contract.

The cost of the Performance Bond will not be paid as a separate item. The cost of the Performance Bond is to be included in the unit prices bid.

A successful bidder shall, when required, furnish such a Performance Bond in the total amount of the contract. Said bond shall be that of an approved company authorized to transact business in the State of New Jersey.

A successful bidder may substitute a cashier's check or certified check payable to Cumberland County Utilities Authority in lieu of a Bond.

4. Public Disclosure

No corporation or partnership may be awarded a contract for the performance of work or the Purchase of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52: 25-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

5. Interpretation of Specification

Should a discrepancy be discovered in the specification it must be brought, in writing, to the attention of the Cumberland County Utilities Authority, immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Utilities Authority to all bid holders.

6. Award

The Cumberland County Utilities Authority may award the contract to the lowest responsible bidder meeting all the specifications and requirements of the bid, based upon the total lowest lump sum price.

Contract period shall be for Twelve (12) months, from May 1, 2024 to April 30, 2025. Contract may be extended an additional twenty-four (24) months, provided that all terms and conditions remain the same and are agreed to by CONTRACTOR and OWNER.

7. Qualification of Bidders

A Bid will be considered as evidence that the bidder has fully examined and understands the specifications.

It is understood that bidder making a bid must accept the terms and conditions contained within the specification.

8. Exceptions to Specifications

Exceptions, if any, to the bid specifications shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the items specified. The burden of proof shall

be on the vendor. The Cumberland County Utilities Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

9. Equivalent

The use of a manufacturer's brand name and/or model number in this specification is intended to be a guide for the minimum acceptable standard. Any bidder proposing items other than those stated shall state the brand name and/or model number of the items on the proposal page.

It shall be the bidder's responsibility to provide information to the Cumberland County Utilities Authority that the stated items are equal to or better than those required by this specification. Specification literature, fact sheets, etc. shall be part of the bidder's proposal to be reviewed. The Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications. Failure to adhere to this requirement may be cause for rejection of the bid.

10. Time For Making Award

The Cumberland County Utilities Authority shall make contract awards or reject all bids within sixty (60) days after the bid opening.

11. Indemnification

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Cumberland County Utilities Authority, its agents and employees, from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Authority and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnification shall automatically become effective.

12. Insurance

The bidder shall carry Public Liability Insurance and maintain the same in force during term of the Contract.

Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Cumberland County Utilities Authority at the point of delivery, and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage and such other perils as Cumberland County Utilities deems appropriate

The bidder shall provide with the bid, a certificate of insurance providing for the coverage's indicated above. The successful bidder shall from time to time provide the Cumberland County Utilities Authority with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

13. Prices

Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

14. Withdrawal of Bid

A written request for the withdrawal of a bid will be granted if received by the Cumberland County Utilities Authority before any bid has been opened.

15. Taxes

The Cumberland County Utilities Authority is exempt from State Taxes.

16. Affirmative Action

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27. Following is the required regulatory text:

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested

by the office from time to time 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 ~~Statute~~ **Chapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**17. Americans with Disabilities Act
Equal Opportunity for Individuals with Disabilities**

The contract and the Cumberland County Utilities Authority, hereafter ("Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 the 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 this Agreement or otherwise at law.

18. Questions

Questions concerning this bid invitation may be directed to the Cumberland County Utilities Authority by calling (856) 455-7120.

19. Items Bid

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for said item shall be rejected.

20. Late or Lost Bids

The Cumberland County Utilities Authority accepts no liability for bids not opened due to lateness or being lost in transit.

The bidder should pay particular attention to the bid checklist attached as it lists the items that must be returned to the Cumberland County Utilities Authority to constitute a valid bid.

21. Codes and Regulations

The Services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to this service, including but not limited to: Federal, State and Local Codes; and any applicable OSHA requirement.

This includes the current Motor Vehicle Inspection Regulations of the State of New Jersey

22. Owner's Rights

The Cumberland County Utilities Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Utilities Authority.

23. Rejection of Bids

Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.

24. Payments

Payment shall be made to the contractor after receipt of an invoice along with a properly executed voucher and upon inspection and acceptance of the materials by an authorized representative of the Cumberland County Utilities Authority. Payments are made by the Cumberland County Utilities Authority after the regular monthly meeting, held on the third Thursday. Invoice and signed voucher must be received by the Cumberland County Utilities Authority at least ten (10) days prior to that meeting.

25. Compliance with Regulations

The successful bidder will be required to comply with any and all disposal requirements of the Cumberland County Utilities Authority, and all federal, state, and local laws, regulations and requirements pertaining to the performance of the work called for under this bid.

26. Quantities

It shall be understood and agreed that the quantities listed in the specifications and on the Proposal, Page are estimates only and may increase or decrease in accordance with the actual requirements of the Cumberland County Utilities Authority.

28. Subcontractors

The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority. Any subcontractors anticipated to be utilized during the performance of the contract are to be identified at the time of proposal submission.

29. Business Registration

In compliance with New Jersey P.L. 2004, Chapter 57, the bids must contain a copy of the N.J. Business Registration Certificate. Failure to provide this proof of registration shall be reason for rejection of Bid.

A. GENERAL SCOPE OF SERVICES TO BE PERFORMED

1. IT Management

- Manage computer systems and network and associated hardware, software, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.
- Anticipate and prevent IT-related issues before they occur.
- Ensure proactive and scheduled preventive maintenance for equipment is properly and promptly performed.
- Manage data promptly processes.
- Test software updates and patch issues prior to updates being installed.
- Ensure software licenses are current and up to date (CCUA will pay for the cost of licenses separately and as needed).
- Setup new users and edit or remove existing users on server.
- Maintain the ability for employees to work remotely while out of the office on CCUA business.
- Host and manage the email system.
- Server performance and capacity management services with reporting when specified thresholds are reached.
- Configure CCUA system to enable remote access in a secure environment and provide remote access administration as requested by the designated CCUA personnel; and
- Install new servers, software and hardware and transfer data when acquired.

2. Wireless Network Management

- Management of wireless networks for the use of internal employees and guests for the CCUA

3. Network and IT Security

- IT security and maintenance of virus detection programs on CCUA server, email and all other computers and laptops; and
- Perform security audits as requested.

4. IT Planning, Budgeting and Purchasing

- Maintain the maintenance records on the equipment.
- Provide recommendations for future purchasing and technology needs; and
- Assist with the procurement of technology needs which include various licenses for software and new hardware purchases.

5. Helpdesk Services

- Ability to log service requests and obtain reports to determine when and the timeframe issues are resolved.
- Ability to provide off-site support to troubleshoot issues that minimize impacts to CCUA productivity.

6. Strategic Planning

- Engineering, planning, and design services for major system enhancements, including installations and upgrades of new and existing systems.
- Examples includes SCADA, major server upgrades, storage system upgrades, redesign of backup systems, etc.
- Provide technical leadership for server technology issues.
- Strategic planning, design, and installation/upgrade of core network systems; examples include major network upgrades, provider changes, IP schema redesign, installation of “core” network devices, etc.; and
- Develop operations, administrative, and quality assurance back-up plans and procedural documentation.
- Additional services as may be required by the Authority.

B. QUALIFICATIONS

Firms shall submit the Qualifications of their firm in conducting annual Professional IT Services as required above. At a minimum the Qualifications shall include:

1. Each company shall provide a brief introduction of the IT firm and any sub-consultants, including the size of the firm, the number of years in business, the availability of the firm to perform the services requested, the history of the firm, and the location of the firm’s office(s). Information (address, phone, email, website) to include the phone number and email of the primary contact person(s) shall also be included.
2. Provide any certifications held by the firm or other pertinent information. Please be sure to provide a description of the certification and how this will benefit the CCUA.
3. Each firm shall include a staffing plan, with applicable resumes, which clearly illustrates the organizational structure proposed to accomplish management, technical and administrative services required to fulfill the Scope of Services. The firm should also identify a project manager and key staff members who will be involved with providing the services. The firm should highlight how the project manager and key staff members are qualified to provide the services requested.
4. Provide any certifications held by the employees or other pertinent information. Please be sure to provide description of the certification and how this will benefit the CCUA.
5. If sub-consultant(s) will be utilized, the sub-consultant(s) and key staff should be included in the staffing plan. If the firm has more than one office, the firm

shall identify the location of the office where each key staff member is located and how the resources of each office will be used.

C. TECHNICAL SCOPE OF WORK

Firms shall demonstrate their understanding of the “General Scope of the Services to be Performed” in “A” above and shall demonstrate the firm’s knowledge of the IT requirements of the State of New Jersey Department of Community Affairs, Division of Local Government Services; and the State of New Jersey.

D. FEE SCHEDULE

Complete the Fee Schedule below:

- Provide the estimated monthly fee for IT services. The monthly fee shall include, at the minimum, the following services:
 1. Unlimited remote support for covered items (examples of covered items include software/licenses purchased through/ recommended by the IT Firm; Servers; Workstations; and other hardware devices purchased through/recommended by the IT firm)
 2. Proactive maintenance and patching of covered workstations and servers.
 3. Quarterly business and technology meetings
 4. 24 x 7 x 365 alerting for critical events of covered items (examples of critical event alerts include, but are not limited to the following: hard drives failure in a server, server going offline, network device failure, etc.)
 5. Respondent’s security solution for each covered device
 6. Backup solution for each covered device-not including offsite platforms.
 7. Hosting email spam filtering service with antivirus scanning
 8. Service logging and tracking
 9. Prioritized Helpdesk event scheduling
 10. One monthly scheduled onsite visit (up to 3 hours per visit)
- Provide standard hourly rates for items that might not be included within the monthly fee, such as special projects. Please explain the services that may be charged this rate.
- Provide flat fees for any services that might not be included within the monthly fee. Please explain the services that may be charged the flat fee.
- Provide the cost of offsite services on a per gigabyte cost and the provider of that service.
- Any one-time set-up fees or transition costs should be quoted separately from the monthly cost for IT services.

- The CCUA will pay for Adobe and Microsoft licenses/ software renewals separately from the monthly cost of services.
- The CCUA will pay for any hardware upgrades separately from the monthly cost of services. These amounts do not need to be quoted as part of this proposal.
- Fees and rates are not subject to re-negotiation after contract execution.

E. INSURANCE REQUIREMENTS

Certificate(s) of Insurance shall be submitted with the qualifications, showing proof of coverage of firm as follows:

1. Workers' compensation and employee's liability insurance.
2. A Professional errors and omissions policy in an amount not less than \$1,000,000.

SAMPLE CONTRACT

STANDARD FORM OF CONTRACT

Number **C1-0000**

THIS AGREEMENT, made the ____ day of _____ by and between, the **CUMBERLAND COUNTY UTILITIES AUTHORITY**, with offices located at 333 Water Street, Bridgeton, New Jersey 08302 (hereinafter called "Authority"), party of the First Part;

And _____, (hereinafter called "Contractor"), party of the Second Part;

WITNESSETH:

For and in consideration of the services to be supplied by Contractor and payment hereinafter specified and agreed to be made by the Authority, the parties herein agree as follows:

1. The Contractor shall and will provide the services in accordance with proposal submitted on _____. Said proposal and Resolution _____ being hereby incorporated into and made a part of this Contract, directed to the Cumberland County Utilities Authority.
2. All services received pursuant to this Contract are subject to the inspection and approval of the Authority, or its designated agent. In the event of an ambiguity in any part of proposal and whether the services comply with the proposal, the Authority's determination of the meaning of the proposal shall prevail. If it shall be necessary to provide additional specifications to clarify any ambiguity, such additional specifications will be furnished by Authority and the parties hereto agree to conform to and abide by the same insofar as same may be consistent with the purpose and intent of this contract.
3. Contractor is not and shall not be considered in any respect an agent of or for the Authority in the performance of this Contract but is expressly stated to be an independent contractor.
4. Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, official, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.
5. Contractor shall abide by and comply with all appropriate provisions of law applicable to the provisions of this contract and of the services agreed to be performed and the goods and materials to be supplied. This contract and all its provisions shall be construed under the laws of the State of New Jersey.

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STANDARD FORM OF CONTRACT

Number **C1-0000**

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6. For authorized services actually performed pursuant to this contract, Authority shall pay Contractor as set forth in Contractor's Proposal, said payments to be made in the manner and upon conditions as set forth in the proposal, after inspection and acceptance by the Authority or its designated representative.
7. No payment shall be made by Authority except for services actually performed and/or goods or materials actually delivered and only after submission to Authority of properly completed voucher forms together with such data as Authority may require in support thereof in accordance with the Authority's regular billing and payment procedure. Vouchers will be paid by the Authority within ten days after the regular monthly meeting at which the voucher has been approved. Approval of vouchers will not be unreasonably withheld provided, however, that the voucher was received at least ten days prior to the regular meeting of the Authority.
8. This Agreement may be terminated by AUTHORITY on thirty (30) days written notice to CONTRACTOR without cause, or by mutual written agreement of the parties, or by either party on ten (10) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
9. The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority.
10. 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. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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.

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STANDARD FORM OF CONTRACT

Number **C1-0000**

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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 **CUMBERLAND COUNTY** qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **NJSA 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with **NJAC 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17: 27-5.2.**

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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Number **C1-0000**

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The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract and sealed same or caused its seal to be affixed hereto.

CONTRACTOR

NAME _____

ADDRESS _____

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

(Corporate Seal)

CUMBERLAND COUNTY UTILITIES AUTHORITY

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

(Corporate Seal)

Request for Qualifications for Professional IT Services

EXHIBIT A
PROPOSAL FEE AND SCHEDULE
(Complete and submit with proposal)

Firm Name: _____

Contact: _____

Address: _____

Email: _____

Phone: _____

Please fill in each category; blanks will be assumed to equal \$0.00. Where \$0.00, state so; if included in standard hourly rate, state so. Be as complete and specific as possible.

MONTHLY RATES/:

2024: \$ _____

HOURLY/FLAT FEE RATES:

Item:

1. \$ _____

2. \$ _____

3. \$ _____

OTHER CHARGES:

Provider of offsite storage and cost per gigabyte: \$ _____

One time set fees or transition cost: \$ _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization:

Organization Address:

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	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

Part IV Certification

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

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

COUNTY OF CUMBERLAND
NEW JERSEY
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the city of _____
(Partnership, Corporation, Individual)

in the County of _____ and the State of _____

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

I am _____ of the firm of _____

_____, the bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in 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

(Name of Contractor) (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

before me this _____ day of

_____, 20 _____

(Also type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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 hereby 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. 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	

ADDENDA ACKNOWLEDGMENT

Cumberland County Utilities Authority

FAILURE TO COMPLETE AND SUBMIT THIS ADDENDA ACKNOWLEDGMENT WITH BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title Addendum/Revision		How Received (mail, fax, pick-up, etc.)		<u>Date Received</u>

Acknowledgment by bidder:

Name of Bidder:

By Authorized Representative

Signature:

Printed Name and Title:
