

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**UNIFORM SUPPLY AND RENTAL**

**WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

**433 JOHN F. KENNEDY WAY**

**WILLINGBORO, NEW JERSEY 08046-2119**

**OCTOBER 1, 2018 THRU SEPTEMBER 30, 2021**

**BID OPENING**

**THURSDAY, SEPTEMBER 20, 2018**

**10:00 AM**

## **Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Willingboro Municipal Utilities Authority for UNIFORM SUPPLY AND RENTAL. This is a 3-year contract.

Bids will be opened and read in public at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey on September 20, 2018 at 10:00 a.m. prevailing time.

Specifications and bid forms may be obtained at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey during regular business hours or from the Authority's web site [www.wmua.info](http://www.wmua.info).

Bids must be on the Standard Proposal Form attached to the specifications, in the manner designated therein, and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside, and must be accompanied by a Certified Check or Bid Bond for not less than ten percent (10%) of the amount bid.

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

The signed Proposal forms and bid security must be delivered to the place and on or before the hour named above. The accepted bidder must sign the contract with ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Supplier's Performance Bond.

The right is reserved to reject any or all Proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Willingboro Municipal Utilities Authority makes the most advantageous bid and to waive such informalities as may be permitted by law.

BY ORDER OF THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

Andrew Weber  
Executive Director

## INDEX

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
1.	SUBMISSION OF BIDS
2.	BID SECURITY AND BONDING REQUIREMENTS
3.	INTERPRETATION AND ADDENDA
4.	BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE
5.	PRICING INFORMATION AND PREPARATION OF BIDS
6.	STATUTORY AND OTHER REQUIREMENTS
7.	METHOD OF CONTRACT AWARD
8.	CAUSES FOR REJECTION OF BIDS
9.	TERMINATION OF CONTRACT
10.	PAYMENT
11.	REMEDIES
12.	PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE
13.	SOCIAL SECURITY ACT

## 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “Authority,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at 10:00 a.m. at 433 John F. Kennedy Way as stated in the Notice to Bidders. The bids will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the Authority, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- D. It is the bidder's responsibility that bids are presented to the Authority at the time and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Authority before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Authority. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “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 person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## 2. BID SECURITY AND BONDING REQUIREMENTS

**The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:**

### X A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Authority. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Authority. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

### X B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Authority stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all sub-suppliers or by each respective sub-supplier or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

### X C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

### **3. INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Authority's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The Authority's interpretations or corrections thereof shall be final.

When issuing addenda, the Authority shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1. **PROSPECTIVE BIDDERS DOWNLOADING BID DOCUMENTS FROM WEBSITE SHALL REGISTER AS A PROSPECTIVE BIDDER IN ORDER TO RECEIVE NOTICE OF ADDENDA BY EMAILING AUTHORITY AT [estuppard@wmua.info](mailto:estuppard@wmua.info).**

#### **D. Discrepancies in Bids**

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Authority of the extended totals shall govern.

#### **4. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Authority reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The supplier shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the supplier. The supplier will be responsible for return freight or restocking charges. ☹

#### **5. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The Authority is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The Authority has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Supplier shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the supplier, F.O.B. destination and placement at locations specified by the Authority. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the supplier's convenience.

## **6. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this bid specification.

#### **1. Goods And Services (including professional services) Contracts**

Each supplier 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:

- i. A photocopy of a valid letter that the supplier is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the supplier in accordance with N.J.A.C. 17:27-4.

#### **2. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the supplier shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the supplier, in accordance with N.J.A.C. 17:27-7.

The supplier shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The supplier shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as



Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The supplier is obligated to comply with the Act and to hold the Authority harmless.

#### C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (supplier) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on suppliers and all sub-suppliers that **knowingly** provide goods or perform services for a supplier fulfilling this contract:

- 1) The supplier shall provide written notice to its sub-suppliers and suppliers to submit proof of business registration to the supplier;
- 2) Prior to receipt of final payment from a contracting agency, a supplier must submit to the contracting agency an accurate list of all sub-suppliers or attest that none was used;
- 3) During the term of this contract, the supplier and its affiliates shall collect and remit, and shall notify all sub-suppliers and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A supplier or sub-supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts

Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

#### F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Authority within ten (10) days of the payment of the wages. The supplier is also responsible for obtaining and submitting all subcontractors certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

#### G. THE PUBLIC WORKS SUPPLIER REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime supplier and any listed sub-suppliers named in the supplier's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful supplier shall submit a copy of the supplier's certification along with those of all listed sub-suppliers. All non-listed sub-suppliers and lower tier sub-suppliers shall be registered prior to starting work on the project. It is the general supplier's responsibility that all non-listed sub-suppliers at any tier have their certificate prior to starting work on the job.

Under the law a "supplier" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to suppliers based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a supplier must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

**X H. NON-COLLUSION AFFIDAVIT**

The Affidavit shall be properly executed and submitted with the bid proposal.

**X I. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

This form shall be properly executed and submitted with the bid proposal.

**7. METHOD OF CONTRACT AWARD**

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The Authority may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority.

**8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Authority may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

#### **9. TERMINATION OF CONTRACT**

A. If, through any cause, the supplier shall fail to fulfill in a timely and proper manner obligations under the contract or if the supplier shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the supplier of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the supplier of any sum or sums set forth in the contract. Authority will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the supplier shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the supplier and the Authority may withhold any payments to the supplier for the purpose of compensation until such time as the exact amount of the damage due the Authority from the supplier is determined.

C. The supplier agrees to indemnify and hold the Authority harmless from any liability to sub-suppliers/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.

D. In case of default by the supplier, the Authority may procure the goods or services from other sources and hold the supplier responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract.

#### **F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

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

G. The supplier will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

H. The Authority may terminate the contract for convenience by providing 60 calendar days advanced notice to the supplier.

#### **10. PAYMENT**

A. No payment will be made unless duly authorized by the Authority's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Authority's policy and procedures.

## **11. REMEDIES**

A. In compliance with N.J.S.A. 40A: 11-50, any and all disputes arising under this Contract shall be submitted to non-binding mediation. This non-binding mediation procedure is the process of resolution and the alternative dispute resolution procedure agreed to be the parties to this Contract pursuant to N.J.S.A. 40A: 11-50, and disputes arising under this Contract shall be submitted to such non-binding mediation prior to being submitted to a Court for adjudication. Any such mediation shall be governed by the Construction Arbitration Rules of Procedure if the American Arbitration Association insofar as they are not inconsistent with this Contract. Any mediator shall be expressly bound by the New Jersey substantive law in the mediation process and shall be guided by the New Jersey Rules of Evidence.

B. Nothing herein shall prevent or be deemed to prevent the contracting unit from seeking injunctive or Declaratory relief in a Court of competent jurisdiction at any time. In addition, the Alternative Dispute Resolution Practices required hereunder shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A 40A: 11-1 et seq.

C. The request for mediation in the event of a dispute shall be submitted to the other interested parties. The request shall include a statement of the specific claims that the complaining party has against the other party relating to these disputes. Within a reasonable time thereafter, the party being served with the notice of mediation shall provide to the complaining party a statement of its specific claims and/or defenses that it has against the complaining party relating to the dispute. The mediation proceedings shall commence within thirty (30) days of the submission of a request and shall continue for a period not greater than fifteen (15) days or such longer period as the parties may agree. In the event of an emergency situation, the mediation process shall be accelerated.

D. The Executive Director of the AUTHORITY shall have the authority, with the approval of both parties to select the mediator. The mediator shall proceed to attempt to mediate and resolve the dispute pursuant to industry standards.

E. The contract unit ("AUTHORITY") and contracting party ("SUPPLIER") shall divide equally and be equally responsible for all costs of such mediator and the mediation proceedings. Each party shall pay its own costs and fees and other costs incurred by the party in connection with its preparation for and participation in such mediation proceedings

## **12. PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE**

A. Required Insurance: The Supplier shall take out and maintain during the life of this contract the various types and amounts of insurance as required to protect the Supplier, the AUTHORITY, and any sub-supplier performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any

sub-supplier or by anyone directly employed by either of them. All policies shall name the AUTHORITY as additional insured and be primary to any to any insurance provided by the AUTHORITY.

B. Without restricting the obligations and liabilities assumed under the Contract Documents, the Supplier shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work, the below listed forms of insurance coverage.

C. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the AUTHORITY before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policies of AUTHORITY's Protective Bodily Injury (Item F) and Property Damage (Item G) as well as Builder's Risk Fire Insurance (Item J) shall at this time be delivered to the AUTHORITY for its possession.

D. All policies as hereinafter required shall be so written that the AUTHORITY will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation of amendment.

- 1). Worker's Compensation and/or Employer's Liability Insurance as required or specified by State Law.
- 2). Supplier's Direct Bodily Injury Liability Insurance.
- 3). Supplier's Direct Property Damage Liability Insurance.
- 4). Suppliers Protective Bodily Injury Liability Insurance.
- 5). Supplier's Protective Property Damage Liability Insurance.
- 6). AUTHORITY's Protective Bodily Injury Liability Insurance naming the AUTHORITY as additional insured.
- 7). AUTHORITY's Protective Property Damage Liability Insurance naming the AUTHORITY as additional insured.
- 8). Bodily Injury Liability Insurance covering motor vehicles either owned by the Supplier or being used in connection with the prosecution of the work embraced under this contract.
- 9). Property Damage Liability Insurance covering motor vehicles either owned by the Supplier or being used in connection with the prosecution of the work embraced under this contract.

10). Builder's Risk Fire and Extended Coverage Insurance for the full amount of this contract on a "Complete Value" form naming as insured the AUTHORITY and the Supplier as their respective interests may appear. Coverage shall apply to perils of fire, windstorm, hail, explosion, riot, strike, civil commotion, aircraft and vehicle damage, smoke, vandalism, and malicious mischief or those perils normally insurable by State Law. Property insured is to be the work under construction including all foundations as well as permanent fixtures and all underground pipes and wiring; also, all materials, equipment and supplies incidental to the construction work and any temporary structures.

E. The following special hazards shall be included in the above stated insurance coverage:

- 1). Supplier's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage due to:
  - a. Explosion and Blasting
  - b. Collapse or injury to structures
  - c. Damage to underground structures or conduits

F. If any part of the work is sublet, insurance of the same types and limits as required by above items 1, 2, 3, 4, 5, 8 and 9 shall be provided by or on behalf of the sub-supplier to cover that part of the work they have contracted to perform including Property Damage Liability and Special Hazards Coverage if so required by this contract.

G. The required extent and limits of the types of insurance required from the Supplier for this contract are as follows:

- 1). All Bodily Injury Insurance required by Items B, D, and F in the amount of \$1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item H in the amount of \$ 1,000,000 combined single limit each occurrence.
- 2). All Property Damage Liability Insurance required by Items C, E and G shall be in the amount of \$ 1,000,000 each occurrence, \$2,000,000 in the aggregate. By Item 1 in the amount of \$ 1,000,000 combined single limit each occurrence.
- 3). Builder's Risk, Fire and Extended Coverage Insurance required by Item J shall be written in the full amount of this contract.

H. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Authority from all claims, suits or actions, and damages or costs of every name and description to which the Authority may be subjected or put by reason of injury to the person or property of another, or the property of the Authority, resulting from negligent acts or omissions on the part of the supplier, the supplier's agents, servants or sub-suppliers in the delivery of goods and services, or in the performance of the work under the contract.

**13. SOCIAL SECURITY ACT.** The Supplier shall be and remain an independent supplier with respect to all services performed hereunder and agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or old age retirement benefits, pensions or annuities, nor or hereafter imposed under

any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Supplier on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Supplier also agrees to indemnify and save harmless the AUTHORITY from any such contributions or taxes or liability thereof.



1. Contract shall be for a three (3) year period commencing on October 1, 2018 and ending on September 30, 2021. Rental uniform pick up/drop off locations shall be 30 Sylvan Lane, 58 Meribrook Circle and 72 Ironside Court.
2. Service shall be based on eleven (11) changes of shirts and trousers per 2-week interval; with one (1) time per week pick up. Authority shall have the option of substituting coveralls for uniforms. Authority shall also have the option of substituting trousers with cargo shorts.
3. Rental uniforms shall consist of eleven (11) sets of shirts and eleven (11) trousers in inventory. Rental overalls shall consist of eleven (11) sets in inventory and eleven (11) cargo shorts in inventory.
4. All garments shall be new when the contract originates. All additional garments or replacements shall be new.
5. Maintenance shall consist of keeping all garments clean, pressed and in good repair. All garments worn or badly torn shall be replaced at no extra cost.
6. Any uniforms lost by supplier shall be replaced with new uniforms at no additional cost to the Authority.
7. Clean uniforms must be delivered on hangers once a week. Shirts and pants and jackets shall be individually identified with the person's name, on rental tape.
8. Name of employee shall be on embroidered nametag, sewn on over right shirt pocket. Embroidered nametag shall be sewn on overalls, jackets in same position, i.e., coverall, jacket nametag shall be placed in position congruent to shirt nametag.
9. The words 'Willingboro MUA' shall be embroidered over left shirt pocket on shirts, coveralls, jackets, etc. same as above.
10. Mats are to be replaced on a weekly basis
11. There will be no charges to the Authority for emblems or embroidery.
12. There will be no charge to the Authority for setup or preparation on the initial account set up.
13. Supplier shall offer additional catalog items for sale as requested by the Authority at the stated discount price.
14. Upon the termination of this contract the Authority will not be responsible for the cost to replace damaged uniforms.

15. In the case of claims for lost uniforms by the supplier it is the responsibility of the supplier to secure signed evidence that the Authority has received the uniforms. The evidence must consist of signed documentation by supervisory personnel of the Authority for each department.

## TECHNICAL SPECIFICATIONS

### 1. UNIFORM MATERIALS

- A. Shirt material shall be of 65% polyester and 35% cotton, permanent press type, 4-1/2-ounce material.
  - a. Winter shirts shall have long sleeves, collars, buttons (5 or 6 buttons and buttonholes), two (2) breast pockets.
  - b. Authority shall have the option of mixing short and long sleeve shirts.
- B. Trousers shall have zipper closed fly, flush front, reinforced belt loops and pockets. The material shall be 65% polyester and 35% cotton permanent press type. No cuffs. Zipper shall be Talon or equal. Pockets - two (2) front pockets, two (2) rear pockets, front pockets to have approximate 6-1/2" opening. Rear pockets to be approximately 6" and a bottom and/or tab on left rear pocket.
- C. Cargo shorts shall have zipper closed fly, flush front, reinforced belt loops and pockets. The material shall be 65% polyester and 35% cotton permanent press type. No cuffs. Zipper shall be Talon or equal. Pockets - two (2) front pockets, two (2) rear pockets, one (1) side pocket on each side, front pockets to have approximate 6-1/2" opening. Rear pockets to be approximately 6" and a bottom and/or tab on left rear pocket.
- D. Coveralls shall be permanent press polyester/combed cotton twill; fully cut for wear over street clothes; safety reflective stripe down sides; two-way brass zipper; pencil pocket and six deep pockets.
- E. Colors

	<u>PANTS</u>	<u>SHIRTS</u>
Union	Dk. Blue	Lt. Blue
Supervisory	Dk. Blue	White
- F. Superintendent's Shirts shall be polo type, 50% cotton, 50% polyester, pique pocket polo three (3) button placket, left chest pocket with Willingboro MUA embroidered over pocket and hemmed sleeves.
- G. Superintendent's and Operations Manager pants shall be Softwill\* 65/35 pleated pants, dress-style waistband, heavy-duty zipper, button closure, quarter top front pockets and set in hip pockets.
- H. Operations Manager's shirts shall be oxford dress button-down shirt, 60% cotton 40% polyester oxford shirt, banded collar, back-box pleat seven (7) button front and single breast pocket.

### 2. Mats

- A. Description – three feet by five feet (3 X 5), synthetic carpet, anti-fatigue, great impression



All optional accessories may be purchased at the direction of the Authority.

1. HATS - Well constructed with eight rows of stitching on the visor, seamless foam front and a foam faced sweatband inside. One size fits all, mesh back. Dark blue with white letters and Willingboro Municipal Utilities Authority logo. Authority will supply logo.
2. T-SHIRTS - material shall be 50% cotton, 50% polyester, crew neck, safety lime green, with pocket. "Willingboro MUA" shall be silkscreened or printed in black on the opposite pocket; sized up to 5XL large.
3. HOODED SWEATSHIRTS - zippered, thermal, safety lime green, up to size 5XL "Willingboro MUA" shall be silkscreened or printed in black.

**UNIFORM SUPPLY AND RENTAL**

TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY:

The Undersigned hereby declares that \_\_\_\_\_  
has carefully examined the specifications, plans and form of contract for the item named above; and  
that \_\_\_\_\_ will contract to carry out and complete said project as specified and delineated at  
the price per unit measure for each scheduled item stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule  
is based on the estimated quantities and will control in the awarding of the contract. It is further  
understood that the quantities stated in this Schedule of Prices for the various items are estimated  
only and may be increased or decreased. Payment will be made only for the actual quantity ordered.

**RENTAL ITEMS**

<u>APPROXIMATE</u> <u>QUANTITIES</u> <u>PER WEEK</u>		<u>UNIT PRICE</u> <u>ITEM</u> <u>PER WEEK</u>	<u>TOTAL PRICE</u> <u>PER EMPLOYEE</u> <u>PER WEEK</u>
Approx. 32 Employees	uniforms at eleven (11) changes per 2 weeks, trousers	\$ _____	\$ _____
Approx. 32 Employees	uniforms at eleven (11) changes per 2 weeks, shirts	\$ _____	\$ _____
Approx. 32 Employees	cargo shorts at eleven (11) changes per 2 weeks	\$ _____	\$ _____
Approx. 6 Employees	coveralls at eleven (11) changes per 2 weeks	\$ _____	\$ _____
Approx. 4 Employees	casual pants and Jersey knit shirts eleven (11) changes	\$ _____	\$ _____
1 Employee	casual pants and oxford shirts eleven (11) changes	\$ _____	\$ _____
Seven	Mats, 3' x 5'	\$ _____	\$ _____

TOTAL PER 1 WEEK           \$ \_\_\_\_\_  
  X 52 WEEKLY intervals  
TOTAL PER YEAR               \$ \_\_\_\_\_

**SALE ITEMS (optional)**

<u>ESTIMATED QUANTITIES</u>		<u>UNIT PRICE</u>	<u>EXTENDED</u>
50	Hats (purchased in lots of fifty (50))	\$_____	\$_____
144	T-shirts (purchased in lots of twelve (12)) in assorted sizes up to 5XL, safety lime green	\$_____	\$_____
40	Zippered thermal, safety lime green, hooded sweatshirts up to size 5XL	\$_____	\$_____
		<b>TOTAL SALE ITEMS</b>	<b>\$_____</b>

**CATALOG PRICE DISCOUNT** \_\_\_\_\_%

There is enclosed herewith the required bid security (bid bond) to the order of the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and a duly executed consent from an approved surety company, licensed to conduct business in the State of New Jersey agreeing to furnishing the required bid bond upon the award of the contract.

Name and business address of bidder to whom all formal notices are to be sent:

-----  
-----  
-----

The undersigned states that the names and addresses of persons interested as principals in this Proposal are as follows:

(Write first name in full):

-----  
-----  
-----

If corporation, the bidder shall name the date and State in which corporation was incorporated:



DATE \_\_\_\_\_ STATE \_\_\_\_\_

If a partnership or corporation, give the names of all partners, or all officers of the corporation with the addresses of each:

-----  
-----  
-----  
-----  
-----

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid against the AUTHORITY or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the AUTHORITY's Officials or Employees of said AUTHORITY is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

-----  
Bidder

By \_\_\_\_\_  
(Signature of Individual, Partner  
or Officer Signing the Proposal)

(SEAL)

(Seal is required if Bidder  
is a corporation)

-----  
Title

The undersigned states that the names and addresses of all persons owning a ten percent (10%) or greater interest therein in this proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

-----

-----  
-----  
-----  
-----

If a corporation, the bidder shall name the date and State in which incorporated.

Date: ----- State: -----

-----  
Affiant

**BIDDER'S AFFIDAVIT**

STATE OF -----)

COUNTY OF -----)

----- being duly sworn, depose and says that  
he/she resides at -----  
and that h/she is the -----  
of -----

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He/she further deposes that he/she has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

-----  
Affiant

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

-----

**AFFIRMATIVE ACTION REQUIREMENTS**

A. This contract is subject to and all bidders are required to comply with the requirements of P.L. 1975, C. 127 an act relating to Affirmative Action and NJAC 17:27.

B. The undersigned supplier certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 and agrees to furnish the required documentation pursuant to the Law.

COMPANY:\_\_\_\_\_

SIGNATURE:\_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: A supplier's bid must be rejected as non-responsive if a supplier fails to comply with the requirements of P.L. 1975, C 127.

**RETURN OF BID SECURITY**

If bid security is returned at bid meeting, bidder or his representative must sign receipt below:

TO THE WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

PROJECT:                   UNIFORM RENTALS

I hereby acknowledge return of bid security submitted this date for the project noted above.

-----  
Date

-----  
Bidder

By-----

Bid Security Returned:       ( )    Certified Check No. -----

  ( ) Bid Bond -----

  ( ) Cashier's Check No. -----

  In the Amount of \$-----

All other securities will, at the appropriate time, be returned by CERTIFIED MAIL.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BIDDER:** \_\_\_\_\_

**PART 1**

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

— I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

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

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**THIS AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A. 40:14B-1 et. seq., hereinafter referred to as "The Authority", and hereinafter referred to as "The Supplier", for a period of three (3) years, beginning on October 1, 2018 through September 30, 2021.

**WITNESSETH:**

1. The supplier, having been designated by the Authority as the lowest, responsible bidder subsequent to the Authority's receipt of sealed bids on September 20, 2018 herewith covenants to furnish and deliver to the Authority the following material and quantities as contained in the Public Notice to Bidders and/or the specifications: UNIFORM SUPPLY AND RENTAL

2. In consideration of the receipt of said material, the Authority agrees to pay the Supplier for the same at the following prices: SEE ATTACHED PRICE SCHEDULE

3. Payment by the Authority shall be made after delivery and upon receipt by the Authority of an itemized statement and voucher from the Supplier for the materials delivered. The supplier recognizes that said payments will require the Authority approval at a public meeting and therefore agrees to submit his statement and voucher at least ten business days in advance of the next regular meeting of the Authority and to expect payment thereof within ten days after said meeting.

4. The Authority meets on the third Wednesday of each month and the Supplier may rely thereon in submitting for payment unless otherwise notified by the Authority.

5. The Supplier specifically covenants and warrants that the material in question is of good and merchantable quality and is fit for use by the Authority in its utility operation.

6. The Supplier covenants that in making delivery of the material it will comply with any existing governmental regulations.

7. This Agreement, the proposal and all of the documents contained in the document entitled "Specifications and Proposal for Uniform Supply and Rental" are incorporated into this contract by reference and made a part of this Agreement as if fully set forth at length herein and contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.

8. This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.

9. This Agreement shall not be assigned by either party without the prior written consent of the other.

10. Affirmation Action. The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

By: \_\_\_\_\_  
Andrew Weber, Executive Director

Seal:

ATTEST:

-----

SUPPLIER

By:-----

-----

(President, Partner or Sole Proprietor)

Seal:

ATTEST:

-----



**EXHIBIT A**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The supplier or sub-supplier, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The supplier 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 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 supplier 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 supplier or sub-supplier, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the supplier, state that all qualified applicants will receive consideration for employment without regard to age, rate, creed, color, national origin, ancestry, marital status or sex;

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

The supplier or sub-supplier, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The supplier or sub-supplier agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The supplier or sub-supplier 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The supplier or sub-supplier 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 supplier or sub-supplier 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 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 supplier and its sub-suppliers 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).

**EXHIBIT "C"**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**42 U.S.C. S12101 et seq.)**

The SUPPLIER and the AUTHORITY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the AUTHORITY pursuant to this contract, the SUPPLIER agrees that the performance shall be in strict compliance with the Act. In the event that the Supplier, its agents, servants, employees, or sub-suppliers violate or are alleged to have violated the Act during the performance of this contract, the SUPPLIER shall defend the AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The Supplier shall indemnify, protect, and save harmless the AUTHORITY, 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 SUPPLIER 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 AUTHORITY grievance procedure, the SUPPLIER agrees to abide by any decision of the AUTHORITY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the AUTHORITY or if the AUTHORITY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUPPLIER shall satisfy and discharge the same at its own expense.

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

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

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



**ACKNOWLEDGMENT OF SUPPLIER, IF A CORPORATION**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

-----  
Notary Public

(SEAL)

**ACKNOWLEDGMENT OF A SUPPLIER, IF A FIRM OR PARTNERSHIP**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came and appeared \_\_\_\_\_ to me known to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

-----  
Notary Public

(SEAL)

ACKNOWLEDGMENT OF SUPPLIER, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came and appeared) \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

-----  
Notary Public

(SEAL)