

CONTRACT

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

Request For Proposal

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Laboratory Services



433 JFK Way  
Willingboro NJ 08046  
609.877.2900

## PUBLIC NOTICE

The Willingboro Municipal Utilities Authority is seeking proposals for applicants for appointment to the following professional position: **Laboratory Services**. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Office of the Executive Director, Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey 08046, no later than 11:00 AM, May 13, 2019. All responses shall be opened and read publicly, immediately thereafter by the Executive Director or his representative. Responses will be reviewed by the governing body and all appointments will be announced at a public meeting. Unless otherwise noted appointments shall be for the period June 1, 2019 through May 31, 2020 and subject to the execution of an appropriate contract.

Bidders are required to comply with the requirements of NJAC 10:5 – 31 et seq. and NJAC 17:27.

Bid documents may be obtained at the Willingboro Municipal Utilities Authority between the hours 9:00 A.M. and 4:00 P.M. weekdays only with a \$25.00 reproduction cost or on the Authority website, [www.wmua.info](http://www.wmua.info).

## PROPOSAL REQUIREMENTS

The request for qualifications is to include the following and be formatted as follows to assure consistency:

### **Section A. Scope of services**

Perform a variety of analytical tests related to a public water and wastewater system. A sample listing of standardized testing is attached.

Services may include sampling at Willingboro MUA locations, or the pickup of samples collected by Willingboro personnel.

### **Section B. Qualifications & Experience**

The laboratory proposing to supply these services must be certified by the New Jersey Department of Environmental Protection.

### **Section C. Resume & Qualifications of Key Personnel**

Key personnel must include the laboratory director and any supervisory personnel who will be assigned to the Willingboro account.

### **Section D. Client Reference List**

The proposing laboratory must submit a list of at least 4 references from current clients.

### **Section E. Conflict of Interest(s)**

This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Willingboro Municipal Utilities Authority.

**Section F. Proposed pricing** itemized by test. All other charges such as sample pick up must be included.

### **Section G. Insurance and indemnification**

#### **Insurance**

Prior to commencing work under contract, the successful firm shall furnish the Willingboro Municipal Utilities Authority with a certificate of insurance as evidence that it has procured the insurance coverage required herein. A carrier approved by the Willingboro Municipal Utilities Authority must provide the coverage. Firms must give the Willingboro Municipal Utilities Authority a sixty (60) day notice of cancellation, non-renewal, or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Qualifications:

#### **PROFESSIONAL LIABILITY**

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

#### **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

- Statutory coverage for New Jersey
- \$100,000.00 Employer's Liability

#### **GENERAL LIABILITY**

Minimum of \$1,000,000 per occurrence to be amended based upon the specific work and values involved. The Willingboro Municipal Utilities Authority shall be named as additional insured with respect to general liability.

#### **AUTOMOBILE LIABILITY**

Minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

#### **INDEMNIFICATION**

The selected firm(s) shall defend, indemnify and hold harmless the Willingboro Municipal Utilities Authority; its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connected with the firm's acts or omissions under this agreement.

#### **Section H. Equal Employment Opportunity Certificate**

All companies responding to this request must provide a copy of the New Jersey certificate of employee information report. Form AA -- 302. In lieu of the New Jersey form the company could supply a letter of federal approval certifying that the company has a federally approved or sanctioned affirmative action program.

#### **Miscellaneous**

1. Bids must be enclosed in a sealed envelope bearing the name and address of the bidder on the outside addressed to the Willingboro Municipal Utilities Authority, and **must** be accompanied by a Certified Check, Bid Bond, or Cashier's Check drawn to the order of the Willingboro Municipal Utilities Authority for ten percent (10%) of the total amount bid for one year, provided said security need not be more than \$20,000.00. All bid guarantees shall be accompanied by an executed consent order from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance and Maintenance Bond upon the award of contract.

2. Bids shall be submitted on the forms furnished or copies thereof and must be manually signed. If erasure or other changes appear on the forms, the person signing the bid must initial each such erasure or change. **Bids must be submitted as directed on the bid form.**
3. No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. All questions shall be submitted in writing to the Authority and shall be postmarked at least three business days prior to the bid opening. The Authority will arrange as addenda, which shall become part of the contract, all pertinent questions received and the decision regarding each, prior to the opening of bids. A copy of these addenda will be sent to each contractor who has obtained a set of specification from the Authority. **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)**

Bidders shall acknowledge receipt of any addenda in the space provided in the Bid Form. If the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda.

4. The signed proposal form and bid security must be delivered to the place and or before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three (3) apparent lowest responsible bidders. All other bid securities will be returned after awarding and signing of the contract and approval of the Contractors Performance Bond.
5. The Willingboro Municipal Utilities Authority will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to attest to the requirements of this Request for Qualifications. Emphasis should be on completeness and clarity of content.
6. The contents of the proposal submitted by the successful firm(s) and this Request for Qualifications may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the Willingboro Municipal Utilities Authority.
7. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.
8. The Willingboro Municipal Utilities Authority reserves the right to reject any and all proposals received by reason of this Request for Qualifications, or to negotiate separately

in any manner necessary to serve the best interests of the Authority. Firms whose proposals are not accepted will be notified in writing.

9. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement of its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Authority.
10. The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of the Agreement.
11. The selected firm(s) shall be required to provide a Business Registration Form(s).
12. The selected firm(s) must provide Proof of Insurance.

The proposal will be independently evaluated on the basis of the criteria listed below:

Proven record of experience, including referrals, in providing the type of services detailed herein

- Ability to provide services in a timely manner.
- Personnel qualifications.
- Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.
- Price of testing.

No.	Estimated Quantity	Matrix	Analysis	Unit Price	Total Price
1	5	MISC	SAMPLE PICKUP (other than included weekly pickup)		
2	25	MISC	SAMPLE COLLECTION SERVICES (Field Services - per hour)		
<b>WASTEWATER TESTING</b>					
3	4	WASTEWATER	OIL & GREASE VIA 1664		
4	52	WASTEWATER	TOTAL PHOSPHORUS		
5	2	WASTEWATER	ACUTE BIOASSAY - PIMEPHALES		
6	2	WASTEWATER	CHRONIC BIOASSAY- CERIODAPHNIA		
7	2	WASTEWATER	NITRATES		
8	2	WASTEWATER	VOC'S W/ AC/ AC VIA 624		
9	2	WASTEWATER	AEBN DSW VIA 625		
10	2	WASTEWATER	PEST/ PCB'S DSW VIA 608		
11	2	WASTEWATER	DIOXIN SCREEN VIA 625		
12	2	WASTEWATER	TOTAL CYANIDE		
13	4	WASTEWATER	15 METALS (SEE LIST IN COMMENTS)		
14	2	WASTEWATER	MERCURY		
15	10	WASTEWATER	E.COLI ( MISCELLANOUS TESTING ON EFF A NEED BE BASIS		
16	2	WASTEWATER	PCB CONGENERS VIA 1668A		
17	2	WASTEWATER	PCB CONGENER FIELD BLANKS		
18	2	WASTEWATER	CONGENER SAMPLING FEE ( DRY WEATHER)		
19	2	WASTEWATER	CONGENER SHIPPING CHARGE		
20	10	WASTEWATER	TSS ( MISCELLANEOUS TESTING ON INF/ EFF A NEED BE BASIS)		
21	52	WASTEWATER	BOD		
22	52	WASTEWATER	AMMONIA NITROGEN		
23	2	WASTEWATER	BIS(2- ETHYLHEXYL) PHTHALATE VIA EPA 625		
<b>SLUDGE TESTING</b>					
24	12	SLUDGE	NI SQAR TABLE 1		
25	1	SLUDGE	NI SQAR TABLE 2-6		
<b>DRINKING WATER TESTING</b>					
26	16	WATER	THM'S		
27	16	WATER	HAA'S		
28	1	WATER	IRON		
29	1	WATER	MANGANESE		
30	30	WATER	LEAD		
31	30	WATER	COPPER		
32	5	WATER	PRIMARY INORGANICS		
33	5	WATER	SECONDARY INORGANICS		
34	7	WATER	VOC'S VIA 524.2		
35	4	WATER	NITRATES		
36	1	WATER	ASBESTOS (2021)		

37	0	WATER	RADIUM 226 (WELL 5A)		
38	0	WATER	RADIUM 228 (WELL 5A)		
39	0	WATER	URANIUM (WELL 5A)		
40	0	WATER	GROSSALPHA (WELL 5A)		
41	11	WATER	CHLORIDE		
42	10	WATER	SULFATE		
43	10	WATER	CONDUCTIVITY		
44	20	WATER	LANGELIER SI		

COMMENTS: WASTEWATER METALS

ANTIMONY  
 ARSENIC  
 BARIUM  
 BERYLLIUM  
 CADMIUM  
 CHROMIUM  
 COPPER  
 LEAD  
 MANGANESE  
 NICKEL  
 SELENIUM  
 SILVER  
 THALLIUM  
 ZINC  
 MERCURY

\*\*\*\*\* Not mandated during contract term, possible investigative analyses

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
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-----	-----	-----
-----	-----	-----
-----	-----	-----

**☒ No addenda were received:**

Acknowledged for: -----  
(Name of Bidder)

By: -----  
(Signature of Authorized Representative)

Name: -----  
(Print or Type)

Title: -----

Date: -----

## 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: \_\_\_\_\_

CONTRACT NAME: **Laboratory Services**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.**

(N.J.S.A. 40A:11-23.2)

Required with  
Submission of Bid  
(Owner's checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's initials)

X	Bid Schedule	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) as required by N.J.S.A. 40A:11-23.2	
X	A Bid Guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond with Power of Attorney, Certified Check or Cashier's Check)	
X	An Agreement of Surety, pursuant to N.J.S.A. 40A:11-22 & Contract Specifications, Instruction to Bidders, Item Number 16.0 Agreement of Surety.	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement).	
X	A listing of subcontractors and certificate, as required by N.J.S.A. 40A:11-16 (Sub-Contractor's Declaration).	
X	Disclosure of Investment Activities in Iran certification, pursuant to N.J.S.A. 40A:11-2.1	

**B. The following Forms, Certifications and other Documents should be submitted at the time of the bid and are required prior to contract award.**

(N.J.S.A. 40A:11-23.1b)

Authority Submissions  
Initial Each Item  
Submitted with Bid  
(Owner's checkmarks) (Bidder's initials)

Authority Submissions  
Initial Each Items  
Submitted with Bid  
(Owner's checkmarks) (Bidder's initials)

X	Corporate Resolution allowing the signature of the Corporate Officer.	
X	Contractor's Experience Statement.	
X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment.	

X	Certificate of Equal Employment Opportunity.	
X	Affirmative Action Certification.	
X	Copy of Public Works Certification of Registration for General Contractor & all listed sub-contractors.	

X	Submission of a Non-Collusion Affidavit (this form must be Notarized).	
X	Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders.	
X	Affirmative Action Affidavit.	

X	Copy of State of New Jersey Business Registration Certificate.	
X	Copy of W-9.	

**C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder:

By Authorized Representative:

Signature:

Print Name and Title:

Date:

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 furnish 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:

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

(Write first name in full):

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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:

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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 OWNER 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 OWNER's Officials or Employees of said OWNER 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 \_\_\_\_\_, 2019

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Bidder

By \_\_\_\_\_

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

(SEAL)

(Seal is required if Bidder  
is a corporation)

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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:

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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 he/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 has submitted herewith a list of names and addresses of all stockholders and/or partners owning a ten percent (10%) 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 \_\_\_\_\_, 2019.

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**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. All successful Contractors must submit within seven days of the notice of intent to award or the signing of the contract one of the following.

- a. A photo copy of their Federal Letter of Affirmative Action Plan Approval.
- b. A photo copy of their Certificate of Employee Information Report.
- c. A completed Affirmative Action Employee Information Report (AA302). This form will be provided to the contractor with Notification of Award.

C. The undersigned contractor 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 contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C 127.

**THIS PROFESSIONAL SERVICES AGREEMENT** made and executed this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A.40:14 B -1 et. seq., hereinafter referred to as "The AUTHORITY", and \_\_\_\_\_ hereinafter referred to as "The SUPPLIER",

WITNESSETH:

1. The SUPPLIER herewith covenants to furnish and provide to the AUTHORITY the following services: LABORATORY ANALYSES OF WATER, WASTEWATER AND SEWAGE SLUDGE as per proposal identified as Exhibit B.
  2. In consideration of the performance of said services, the AUTHORITY agrees to pay the SUPPLIER for the same at the rates shown in the attached Exhibit B.
  3. Payment by the AUTHORITY shall be made upon receipt by the AUTHORITY of an itemized statement and voucher from the SUPPLIER for the services performed. 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 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 covenants that in performing the requested services it will comply with all governmental regulations.
  6. This Agreement and the documents specifically incorporated by reference 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.
  7. This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.
  8. This Agreement shall not be assigned by either party without the prior written consent of the other.
  9. Affirmative 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.
  10. Equal Opportunity for Individuals with Disability The provisions of Exhibit "C" with respect to the AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. S12101 et seq. 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.
11. This contract has been awarded to \_\_\_\_\_ based on the merits and abilities of \_\_\_\_\_ to provide the services as described herein. The contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq.
  12. The term of this contract shall be June 1, 2019 through May 31, 2020.

13. This contract may be terminated

A. If; through any cause, the successful SUPPLIER shall fail to fulfill in a timely and proper manner, the obligations/under this contract or if the SUPPLIER shall violate any of the requirements of this contract, the AUTHORITY shall thereupon have the right to terminate this 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.

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 subcontractors/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 successful SUPPLIER, the AUTHORITY may procure the articles or services from other sources and hold the successful SUPPLIER responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this 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 this contract.

F. This contract may be terminated by mutual agreement between the AUTHORITY and the SUPPLIER by either party giving 30 days' notice to the other party.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITIES

By: \_\_\_\_\_

Andrew Weber, Executive Director

Attest

\_\_\_\_\_

Supplier: \_\_\_\_\_

By: \_\_\_\_\_

-----  
(President, Partner or Sole Proprietor)

Seal:

ATTEST: -----

Secretary

**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 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, sex, affectional or sexual orientation. 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 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;

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 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 worker's 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor 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 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 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 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 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).

**EXHIBIT "B"**

Contractor Name/Address: \_\_\_\_\_

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

The CONTRACTOR and the OWNER 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 OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the

CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR Non-fair and open Contracts  
Required Pursuant to N.J.S.A. 19:44A-20.8  
WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19, would bar the award of this contract in the one year period preceding March 21, 2006 to any candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Willingboro as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership       Corporation    Sole Proprietorship    Subchapter  
 S Corporation  
 Limited Partnership    Limited Liability Corporation    Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of  
\_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR Non-fair and open Contracts**  
**Required Pursuant to N.J.S.A. 19:44A-20.8**  
<Name of contracting agency>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act: “business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in

the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions: “The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)