

**REQUEST FOR PROPOSAL
WATER AND SEWER LINE SERVICE WARRANTY PROGRAM
FAIR & OPEN PUBLIC SOLICITATION**



SUBMISSION DEADLINE:

DATE: Wednesday, August 14, 2019
TIME: 11:00 AM
PLACE: WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
433 JFK WAY
WILLINGBORO, NJ 08046

PRE-PROPOSAL CONFERENCE:

DATE: Wednesday, July 31, 2019
TIME: 11:00 AM
PLACE: WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
433 JFK WAY
WILLINGBORO, NJ 08046

**CLEARLY MARK ENVELOPE:
PROPOSAL FOR WATER AND SEWER LINE SERVICE WARRANTY PROGRAM**

ADVERTISEMENT OF REQUEST FOR PROPOSALS WATER AND SEWER LINE SERVICE WARRANTY PROGRAM

The Willingboro Municipal Utilities Authority (the "Authority") is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et seq. for services to implement a Water and Sewer Line Service Warranty Program. Sealed responses to the Request for Proposals will be received by the Authority on Wednesday August 14, 2019 at 11:00 a.m. in the Board Room, 433 JFK Way, Willingboro, New Jersey 08046, at which time and place responses will be publicly opened and read aloud for:

WATER AND SEWER LINE SERVICE WARRANTY PROGRAM

A copy of the Request for Proposals can be downloaded from Willingboro's website: www.wmua.info. Proposals must be enclosed in a sealed envelope bearing the name of the company submitting the proposal and the title of the procurement - WATER AND SEWER LINE SERVICE WARRANTY PROGRAM - on the outside of the envelope and addressed to the Willingboro Municipal Utilities Authority, 433 JFK Way, Willingboro, New Jersey 08046.

A pre-proposal conference will be held on Wednesday July 31, 2019 at 11:00 a.m. in the Authority Board Room, 433 JFK Way, Willingboro, New Jersey 08046. Attendance at the pre-proposal conference is highly recommended.

The selection of qualified respondents and award of a contract are subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Authority has structured a procurement process that seeks to obtain the desired results, while establishing a competitive contracting process, to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the Request for Proposals. Through a Request for Proposals process, persons and/or firms interested in providing a Water and Sewer Line Service Warranty Program must prepare and submit a proposal in accordance with the procedure and schedule in the Request for Proposals. The Authority will review Proposals only from those firms who submit a Proposal that includes all the information required in the sole judgment of the Authority. The Authority intends to award a contract to a qualified Respondent who (a) possesses the experience and financial and capability to provide the proposed services, and (b) agrees and meets the terms and conditions determined by the Authority that provide the greatest benefit to the customers of the Authority.

Proposal security in the amount of \$10,000 must accompany each Proposal that is submitted. At the option of the Respondent, the Proposal security may be in the form of a certified check, cashier's check or Proposal Bond payable to the Willingboro Municipal Utilities Authority. If a Proposal Bond is submitted, it shall be in substantially the form set forth in the Appendix of the Request for Bids and shall be obtained from a surety company that is authorized to do business in the State of New Jersey, that satisfies the requirements set forth in N.J.S.A. 2A:44-143 a(1)(b), and that is listed in the United States Treasury Department Circular 570. Such Proposal Bond shall not contain any conditions to the obligations of the surety company issuing the Proposal Bond.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

No Respondent shall modify, withdraw or cancel its Proposal or any part thereof for sixty (60) days after the time designated for the receipt of Proposals in this advertisement or Request for Proposals. For any questions regarding the Request for Proposals, please contact Emmanuel Stuppard (609) 877-2900 ext. 105 or estuppard@wmua.info.

Andrew Weber
Executive Director
Willingboro MUA

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

The Willingboro MUA (“Authority” or “MUA”) is soliciting Proposals from interested persons and/or firms for the provision of a Water and Sewer Line Warranty Program (“Program”), through a Request for Proposal (“RFP”) process described herein. Through the Request for Proposal process, person(s) and /or firm(s) interested in implementing a Program must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The MUA will review Proposals only from firms submitting a Proposal that includes all the information required by the terms of the RFP as described herein in the sole judgment of the MUA.

The Successful Respondent will directly supply a warranty program to subscribing qualified homeowners, and commercial and industrial businesses: water and sewer line repairs, adjacent pavement repair, adjacent sidewalk repairs, and other related and necessary services pertaining to their water and sewer lines on a case-by-case basis.

1.2 Definitions

a. “Authority” or “MUA” refers to the Willingboro Municipal Utilities Authority, a public body of the State of New Jersey and, except as otherwise expressly provided herein, its Commissioners, officers and employees.

b. “Agreement” means the contract between the Authority and the Successful Respondent for the performance of services sought in this RFP to implement the Program.

c. “Proposal” refers to the complete responses to this RFP submitted by the Respondents.

d. “Proposal Documents” means this RFP, including all forms, terms and conditions and amendments and supplements thereto, if any.

e. “Qualified Respondent” refers to a Respondent who, in the sole judgment of the Authority, have satisfied the qualification criteria set forth in this RFP and is eligible for consideration of an award of the contract as the Successful Respondent.

f. “RFP” refers to this Request for Proposal, including any amendments thereof or supplements thereto.

g. “Respondent” or “Respondents” refers to the interested firm(s) that submit a Proposal.

h. “Program” refers to the Water and Sewer Line Service Warranty Program.

i. “Successful Respondent” refers to the Respondent selected by the Authority for the award of the contract to implement the Program.

1.3 Evaluation Criteria

The Respondent must submit a Proposal addressing, at minimum, the criteria set forth below, and demonstrate that it is qualified and capable of achieving the Authority’s goals for the Program. The

Respondent will be responsible for all aspects of the Program, including, but not limited to, marketing the program to Authority customers and addressing any inquiries regarding the Program or claim process. The MUA will not be responsible or liable for any action or omission by the Successful Respondent concerning the Program. In addition, the Successful Respondent must have an “A+ accredited Better Business Bureau rating” for at least the past five (5) years.

1.3.1 Respondent background

Each Respondent must provide the following information so that the MUA can fully assess its ability to support the commitments as set forth in this RFP. The Respondent must outline its background, including:

- A brief description of the company, including its history, owner/founder, shareholders, present status, future plans, etc.

1. Contract Term

Maximum contract term allowed is five (5) years.

2. Marketing the Program

Provide implementation details including samples of all marketing materials and communications that will include the Authority's logo and partnership designation.

Provide information on how your company will market the Program to the Authority's customers; including methods of advertisement, frequency, whether a team will be dedicated solely to marketing the Program.

3. Equal Opportunity Contracting

The Authority mandates that the Successful Respondent meet all EEOC requirements, as they relate to its organization and subcontractors. Each Respondent is required to complete and submit the attached form with its Proposal.

4. Qualifications/References

Provide the number of years Respondent has been in business, the total number of employees, size of service staff, information pertinent to Respondent's qualifications for partnership opportunity.

Provide a minimum of three (3) client references from the public sector for which Respondent has successfully served a municipality or municipal authority and provided similar water and sewer insurance services.

Provide Respondent's basic financial information to establish sustainability.

5. Experience

Describe Respondent's relevant warranty product experience, both residential and commercial, for exterior water and sewer lines.

Provide Respondent's experience in providing water and sewer line insurance services to other municipal residents and municipal utilities authority customers via contractual agreement. Provide a copy of the contract with an existing or past public entity.

Benefits to Water and Sewer Line Service Warranty Provider

The following is a list of the primary business and marketing rights, benefits and opportunities that are available to the Successful Respondent chosen to implement the Program:

1. The opportunity to be designated as the “Official Water and Sewer Line Service Warranty provider (or a similar designation) of the Willingboro Municipal Utilities Authority.”
2. The opportunity to use the designation in all written and electronic marking and promotional initiatives in the MUA service territory.
3. The opportunity to have logo presence on various pages of the MUA’s external and internal websites.
4. The opportunity to use the MUA logo for marketing the warranty program.
5. The opportunity to invest in Town related events or programs with appropriate recognition.

Term

The term of the Agreement will be for two (2) years with three one (1) year renewal option.

Liability

Under the Agreement, the MUA assumes no liability and the Successful Respondent is not acting in the capacity as an agent of the MUA. The MUA will not be responsible or liable for any action or omission by the Successful Respondent concerning the Program. Agreements for the Program shall be between the residential or commercial consumer and the Successful Respondent. Under no circumstances will the MUA be a party to the Agreement between the consumer and the Successful Respondent.

PROCUREMENT PROCESS AND SCHEDULE

Schedule

A schedule has been established for the solicitation and submittal of Proposals, review of the Proposals by the Authority, selection of the Successful Respondent and award of a contract for the implementation of the Program, and project initiation. The dates established for the procurement are as follows:

Issuance of RFP	July 18, 2019
Deadline for Submittal of Written Questions	August 7, 2019
Responses to Written Questions	August 9, 2019
Receipt of Proposals (11:00 a.m. prevailing time)	August 14, 2019

1.3.2 Proposal Submission Information

Submission Date and Time:

Wednesday, August 14, 2019 at 11:00 AM
 One (1) Original, Three (3) copies & One (1) Electronic Copy

Submission Office:

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
 433 JFK WAY
 WILLINGBORO, NJ 08046

Clearly mark the outside of the submittal package with the title of this RFP and the name of the responding firm, addressed to the Deputy Director of Engineering, Operations and Maintenance. The original Proposal shall be marked to distinguish it from the three (3) copies.

Only those RFP responses received prior to or on the submission deadline, will be considered. Proposals delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the Proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

1.3.3 Registration

Prospective Respondents must register by e-mailing Emmanuel Stuppard, Deputy Director of Engineering, Operations & Maintenance at estuppard@wmua.info, providing name, company name, and all necessary contract information, including e-mail address.

Prospective Respondent downloading RFP documents from website also shall register as a prospective Respondent in order to receive notice of addenda by e-mailing the Authority at estuppard@wmua.info, providing name, company name, and all necessary contract information including e-mail address.

1.3.4 Authority Representative for the RFP

Emmanuel Stuppard, Deputy Director of Engineering, Operations & Maintenance
Willingboro Municipal Utilities Authority
433 John F Kennedy Way
Willingboro, New Jersey 08046
Voice: 609-877-2900 ext. 105
Fax: 609-835-4645
estuppard@wmua.info

1.3.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all of its requirements. All questions concerning the meaning or intent of this RFP shall be submitted, in writing, to the Authority Representative at the address in Section 1.3.4, and all interpretations and clarifications considered necessary by the MUA's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having registered pursuant to Section 1.3.3. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

1.3.6 Questions Regarding RFP

All questions concerning this RFP shall be submitted, in writing, to Emmanuel Stuppard, **no later than 4:00 p.m. on August 7, 2019** at the address set forth in Section 1.3.4.

Responses will be issued to all Respondents of record no later than **5:00 p.m. on August 9, 2019**. The Authority will not provide or be responsible for oral clarifications.

1.3.7 Cost Liability and Additional Costs

The MUA assumes no responsibility and liability for costs incurred by the Respondents prior to the award of a contract and issuance of a formal Agreement. Respondents will assume responsibility for all costs not stated in their Proposals. All unit rates either stated in the Proposal or used as a basis for its pricing are required to be all-inclusive.

1.3.8 Statutory and Other Requirements

1.3.8.1 Compliance with Laws

The Agreement entered into between the Successful Respondent and the Authority will be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Successful Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the services for the implementation of the Program. The Successful Respondent shall be required to execute and acknowledge all such forms and certificates as may be required to comply with the provisions of this section.

1.3.8.2 Mandatory EEO/Affirmative Action Compliance

No Respondent shall be awarded a contract unless it complies with the EEO/Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 and as identified in the documents attached hereto. The following information summarizes the full, required regulatory text, which is included as Appendix A of this RFP:

- **Goods and Services (including professional services) Contracts**

The Successful Respondent shall submit to the MUA, after notification of award but prior to execution of goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the Respondent is operating under an existing federally approved or sanctioned affirmative action program (good for one (1) 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 Vendor in accordance with N.J.A.C. 17:27-4

After notification of award, but prior to signing the contract, the Successful Respondent shall submit to the MUA Compliance Officer and the Department of Labor and Workforce Development, 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 Successful Respondent, in accordance with N.J.A.C. 17:27-7.

The Successful Respondent 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 MUA Compliance Officer. The Successful Respondent shall also cooperate with the Willingboro MUA 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.

1.3.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities Act language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the Agreement. The Successful Respondent is obligated to comply with the Act and hold the owner harmless.

1.3.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless with receipt of the Proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. Respondents shall complete and submit the form of statement that is included in this RFP.

1.3.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the Proposal in response to this RFP.

1.3.8.6 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and as identified in the documents attached hereto. The form shall be properly executed.

1.3.8.7 N.J. Business Registration Certificate

Certificate required pursuant to N.J.S.A. 34:11-56.48 et seq., failure to be registered submittal of a Proposal shall be cause for rejection of a Proposal. Failure to submit a Business Registration Certificate before the time for award of a contract by the Authority shall be cause for rejection of a Proposal. Entities or individuals that need to file for a certificate may do so on-line through the New Jersey Division of Local Government Services at the following link:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

1.3.8.8 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44a – 20.27)

1. Any business that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
4. If you have any questions, please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

1.3.8.9 Insurance and Indemnification

The Successful Respondent covenants and agrees to indemnify and save harmless the Authority, its Commissioners, officers, employees and agents from any loss or expense for damages or injuries, including, but not limited to, death at any time resulting therefrom, sustained by any person or persons arising out of or as a consequence of the performance of the Program whether such damages or injuries to persons or damage to property are due or claimed to be due to any statutory violation or to any negligence or omission of the Successful Respondent, the Authority or its Commissioners, officers, employees and agents, as applicable, or any subcontractor, their officers, directors, employees or agents or any other person and all fines, penalties and loss incurred for or by reason of the violation of any regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The Successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Worker's Compensation

Workers Compensation insurance shall be maintained in full force during the life of the Agreement, covering all employees engaged in performance of the Agreement pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability

The Successful Respondent shall furnish evidence to the Authority prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by Vendor or subcontractors as follows.

Professional Liability

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

Successful Respondent shall add the Authority as an additional named insured on its general liability policy, and Successful Respondent shall furnish the Authority with a certificate of general liability insurance confirming that the Authority is an additional insured on the Successful Respondent's general liability insurance policy prior to the commencement of the Program. The Successful Respondent shall maintain insurance coverage during the term of the Agreement. The Successful Respondent's liability policies shall (i) be written on a form reasonably satisfactory to the Authority by a good and solvent insurance company of recognized standing, admitted to conduct business in the State of New Jersey and reasonably satisfactory to the Authority; and (ii) provide that they will not be cancelled or terminated without a minimum of thirty (30) days' prior written notice to the Authority. The Successful Respondent will not be allowed to commence performance of the Program until the Certificate of Insurance confirming that the Authority is an additional insured is delivered and approved.

Automotive Liability

Automotive liability insurance covering the Successful Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the Agreement.

Professional Liability

Coverage in the amount of \$1,000,000.00/occurrence, \$1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while performing services in the Program.

1.3.8.10 Proposal Security

Proposal security in the amount of \$10,000 must accompany each Proposal that is submitted. At the option of the Respondent, the Proposal security may be in the form of a certified check, cashier's check

or Proposal Bond payable to the Willingboro Municipal Utilities Authority. If a Proposal Bond is submitted, it shall be in substantially the form set forth in the Appendix of the Request for Bids and shall be obtained from a surety company that is authorized to do business in the State of New Jersey, that satisfies the requirements set forth in N.J.S.A. 2A:44-143 a(1)(b), and that is listed in the United States Treasury Department Circular 570. Such Proposal Bond shall not contain any conditions to the obligations of the surety company issuing the Proposal Bond.

1.3.9 Multiple Proposals Not Accepted

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

1.3.10 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Authority, its Commissioners, officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

1.3.11 No Attempts to Influence

No Respondent shall influence, or attempt to influence, or cause to be influenced, any Authority Commissioner, officer or employee to use his/her official capacity in a manner that might tend to impair the objectivity or independence of judgment of said Commissioner officer or employee.

1.3.11.1 Rights of Willingboro MUA

The Authority reserves and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with provisions of the applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through the issuance of Notice to all prospective Respondents, who have received a copy of this RFP and provided contact information.
- To change or alter the schedule for any events called for in this RFP upon the issuance of Notice to all prospective Respondents, who have received a copy of this RFP and provided contact information.
- To suspend or terminate the procurement process described in the RFP at any time (in its sole discretion.) If terminated, the Authority will constitute a part of the RFP. All responses to RFP shall be prepared with full consideration of any addenda issued prior to the Proposal submission date.

The Authority shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

SECTION 2 SCOPE OF SERVICES

2.1 Nature and Scope of Services

The Authority is requesting submissions for the implementation of the Program. To be considered for sponsorship by the Authority, the Respondent must submit a Proposal addressing, at minimum, the criteria set forth below, and demonstrate that it is qualified and capable of achieving the Authority's goals for this sponsorship. The Respondent will be responsible for all aspects of the Program, including, but not limited to, marketing the program to Willingboro MUA customers and addressing any inquiries regarding the warranty process or claim process. The Authority will not be responsible or liable for any action or omission by the Partner concerning the Water and Sewer Line Service warranty program. In addition, the Company must have a recent "A+ accredited Better Business Bureau rating "for at least 5 years.

Respondent shall answer each of the following questions. The answer should be responsive, concise and as brief as possible without being vague. The completed Questionnaire must be submitted with the Proposal response.

COVERAGE:

- 1 What items are included as part of the warranty?
- 2 What items are excluded as part of the warranty?
- 3 Does the warranty include the inside of the house?
- 4 Is soil movement due to ground shifting covered? What is the coverage in the case of natural disaster?
- 5 What replaces landscaping, if damaged?
- 6 What are variations in coverage? How selective are you when choosing contractors to conduct repairs?
- 7 How will contractors be selected to complete claim repairs?
- 8 What codes will you adhere to? The current code? The original code at time of installation?

CLAIMS:

- 1 What is the claims process when a customer has a claim?
- 2 What is Respondent's overall denial rate with respect to the warranty products covered by this RFP? Provide appropriate documentation, including criteria for what constitutes a denied claim.
- 3 What are the event caps for the warranty? What are the annual caps per household? How is this information communicated to the customer?
- 4 Will citizen have a long hold time when reporting a claim? Will customer always get a live operator when they call?
- 5 If a resident makes a claim and an injury occurs while the resident is waiting for the repairs to be completed-how does Respondent assess liability?
- 6 If a customer has a grievance, how will this be handled?
- 7 How is customer service evaluated?

MARKETING/CUSTOMER ISSUES:

- 1 List the municipalities or other public agencies with whom Respondent has or has had a contract(s) for the same or similar services in the last three (3) years. Provide a copy of a form of contract with the Proposal. If Respondent does not pay the contractors, and the contractor files a lien against the homeowner, how will this be resolved?

- 2 How will Respondent advertise and communicate the Program to Township residents? What cooperation and assistance, if any, will be needed from the Authority?
- 3 Provide sample reports, including status reports, that Respondent will provide the Authority regarding the Program.

RESIDENT CONTRACT:

- 1 What billing options, including frequency, are provided to the resident?
- 2 How does the resident enroll in the Program? Are samples of Program information and resources available?
- 3 Will the resident have options for the term of the warranty contract? What are the options for the term? What is the cancellation policy? What is the pricing matrix for each product and payment frequency? Outline any discounts and total costs to the resident that will be available under the Program.
- 4 Provide samples of contracts with residents for Program.
- 5 What kind of community investments have you engaged in to support the community?

RATINGS/LEGAL/INSURANCE AGENCY ISSUES

- 1 What is Respondent's national Better Business Bureau (BBB) accreditation (A+, A, B, etc.)? Please provide appropriate documentation.
- 2 Has Respondent or any of its affiliates been involved in any State Attorney General Investigation, compliant, fine, action or settlement in the past three (3) years? If yes, please provide detailed information.
- 3 Has Respondent or any of its affiliates been involved in any State Department of Insurance or related agency compliant, fine, action or settlement in the past three (3) years?
- 4 In the unlikely event that Respondent files for bankruptcy or goes out of business what protections exist for both the Authority and the customers?

SECTION 3 SUBMISSION REQUIREMENTS

3.1 General Requirements

The Proposal submitted by the Respondent shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Respondents must submit one (1) original, three (3) copies and one (1) copy on CD-ROM or USB Flash Drive of their RFP to the Designated Contract Person:

Emmanuel Stuppard
Willingboro MUA
433 John F Kennedy Way
Willingboro, New Jersey 08046

Proposal must be submitted to, and to be received by, the MUA via mail or hand delivery, by 11:00 A.M. Eastern Standard Time on August 14, 2019. Proposals will not be accepted by facsimile transmission or e-mail. The person or entity submitting a Proposal is responsible for ensuring that the submission arrives on time and at the proper location. The Proposal should be returned in a sealed envelope that bears the name of the Respondent to the RFP and clearly marked "Proposal for Water and Sewer Line Service Warranty Program; Attention: Emmanuel Stuppard."

3.2 Standard Requirements of Technical Qualifications

Respondents should submit technical qualifications that contain the following:

- A. The name of the Respondent, the key contact person, the principal place of business and, if different, the place where the Program will be provided;
- B. Respondents must have extensive experience in the offering the Program;
- C. Demonstrate knowledge of the overall water and sewer line structure of the Authority;
- D. The resumes, including education, qualifications, experience, training and title for all persons, who be assigned to implement the Program;
- E. An executed Letter of Qualification (See Appendix);
- F. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure;
 - i. Provide the names and business addresses of all principal(s) of the firm(s) submitting the Proposal. For purposes of this RFP, "principals(s)" means a person(s) possessing an ownership interest in the Respondent. If the Respondent is a corporation, "principal(s)" shall include each investor who would have any amount of operational control over Respondent and every stockholder having an ownership interest of 10% or more in the firm;
 - ii. If a firm is a partially owned or fully owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process;
 - iii. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization;
- G. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal;

- H. A listing of all other engagements where services of the types being proposed were provided in the past. This should include other municipalities or authorities and other levels of government. Contact information for the recipients of the similar services must be provided. The Authority may obtain references from any of the parties listed. A description of all other areas of litigation/defense work of the Respondent, with emphasis on a description of those services of interest to a governmental client;
- I. A description of any particular area(s) of expertise you or your firm may possess that have not been included in the response provided above;

- J. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended or otherwise prohibited from professional practice by any federal, state, or local agency;
- K. Whether the business organization is now or has been involved in any bankruptcy of re-organization proceedings in the last ten (10) years. If yes, please explain;
- L. Cost Proposal: a statement of the annual lump sum amount to be charged to the customer for this work (note that this contract amount shall be prorated and paid over a twelve (12) month period). The lump sum must be inclusive of all the services to be performed;
- M. An Affirmative Action Statement (See Appendix);
- N. A completed Non-Collusion affidavit (See Appendix);
- O. A completed Stockholder Disclosure Statement (See Appendix);
- P. A statement that the Respondent will comply with the general terms and conditions required by the Authority and enter into an Agreement;
- Q. Confirm appropriate federal and state licenses to perform activities. Submit a copy of the business organization's New Jersey Business Registration Certificate;
- R. A completed political Contribution Disclosure Form (See Appendix).

3.3 Specialized Requirements of Technical Proposal

- A. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP.
- B. Describe the services that Respondent would perform directly.
- C. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
- D. Does the respondent normally employ union or non-union employees?
- E. A narrative statement of the Respondent understanding of the Authority's mission.
- F. List all immediate relative of principal(s) of Respondent who are Authority employees or elected officials of Town of Willingboro. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

3.4 Cost Analysis

Respondents must submit a cost proposal, which shall include a statement of the schedule of fees and charges that would be charged to residential, commercial and industrial customers of the Authority under the Program.

SECTION 4

EVALUATIONS

4.1. Submission Evaluation

The Authority will select the most advantageous submission based on all of the evaluation factors set forth in this RFP, including price. The Authority will make the award that is in the best interest of the Authority and its customers. The Authority's objective in soliciting Proposals is to enable it to select a person(s) firm(s) of organization(s) that will provide high quality and cost-effective services to the customers of Authority. The Authority will consider Proposals only from firms or organizations that, in the Authority's sole judgement, have demonstrated the capability and willingness to provide high quality services in a manner described in this RFP.

Proposals will be evaluated by the Authority and Qualified Respondents will be selected based on the evaluation factors set forth below:

1. Experience and reputation in the field;
2. Availability to accommodate the required meetings of the Authority;
3. Experience in the areas described in Section 2 of this RFP;
4. Pertinent government experience;
5. Although a local Willingboro office is not required, a physical presence is preferred;
6. Utilization of local contractors and businesses; and
7. Financial strength sufficient to meet obligations.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. The Authority will select the most advantageous Proposal based on all of the evaluation factors set forth in this RFP that are in the best interest of the Authority and its customers.

Each submission must satisfy the objectives and requirements detailed in this RFP. The Successful Respondent shall be determined by an evaluation of the total content of the qualifications submitted. The Authority reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of the particular Respondent's qualifications for further consideration; (However, Respondent may specify portions of the Proposal that they consider "bundled");
- c. Award a contract for the implementation of the Program at any time within the calendar year after review of the Proposals and approval of same by the Authority. Every Proposal shall be valid for a minimum of sixty (60) days from the date of submittal.

4.2. Submission Limitations

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Authority by issuance of this RFP. The Authority reserves the right at sole discretion to refuse any submission.

4.3. Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Authority

in connection with this RFP shall remain the property of the Authority. When in tangible form, all copies of such information shall be returned to the Authority upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Authority or a third party and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

4.4. Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.5. Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted:

1. Non-Collusion Affidavit
2. Stockholder Disclosure
3. Affirmative Action Statement
4. Acknowledgement of Receipt of Addenda
5. Exhibit A language
6. Americans with Disabilities Act of 1990
7. Certificate of Employee Information Report
8. Business Registration Certificate
9. Professional Services Entity Information Form
10. Business Entity Disclosure Certification
11. References
12. Disclosure of Investment Activities in Iran
13. Bid Bond

4.6 Interviews (optional)

Following a review of the Proposals, the Authority may, at its sole discretion, schedule interviews with, or presentations by, any or all of the Respondents who submitted Proposals for the purpose of further evaluation of a Respondent's capabilities, qualifications and expertise.

4.7 Additional Information

The Authority reserves the right to request additional information and/or documentation from the Respondents. This right is of a continuing nature and the Authority may seek such additional information even after the selection of a Successful Respondent has been made, but prior to execution of the Agreement, to provide assurance to the Authority that the Successful Respondent is fully qualified to provide the services solicited under the RFP.

4.8 Basis for Award

After completion of the review of Proposals and any clarifications consistent with the RFP, and after any interviews, the Authority's evaluation team shall evaluate the Proposals in accordance with the Evaluation Criteria in Section 4.1 and prepare an evaluation report recommending an award to the Successful Respondent, if any. The report shall be made available to the public forty-eight (48) hours prior to the award of a contract by the Authority. The award of a contract, if any, shall be made by resolution of the Authority at the public meeting set forth in the Proposed Procurement Schedule.

APPENDIX

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
WATER AND SEWER LINE SERVICE WARRANTY PROGRAM
CHECKLIST**

SUBMISSION DATE:

WEDNESDAY AUGUST 14, 2019 @ 11:00 AM

Read, Signed
& Submitted
Respondent's
Initials

The following items are required with the receipt of sealed submissions:

- | | |
|--|-------|
| 1. Bid Bond | _____ |
| 2. Cost Proposal | _____ |
| 3. Submission Form | _____ |
| 4. Non-Collusion Affidavit | _____ |
| 5. Stockholder Disclosure Certification | _____ |
| 6. Insurance Requirement Acknowledge Form | _____ |
| 7. Affirmative Action Compliance Notice | _____ |
| 8. Exhibit A Language | _____ |
| 9. Americans with Disabilities Act of 1990 | _____ |
| 10. Copy of Certificate of Employee Information Report | _____ |
| 11. Copy of New Jersey Business Registration Certificate | _____ |
| 12. Disclosure of Investment Activities in Iran | _____ |
| 13. Professional Service Entity Information Form | _____ |
| 14. Acknowledgment of Receipt of Addenda | _____ |
| 15. Letter of Qualification..... | _____ |
| 16. Letter of Intent | _____ |
| 17. References | _____ |
| 18. Hold Harmless Agreement..... | _____ |

Reminder: Please submit one (1) original, three (3) copies & one (1) electronic copy of the sealed submission.

This checklist is provided for Respondent's use in assuring compliance with required documentation; however, it does not necessarily include all requirements of the RFP and does not relieve a Respondent of the need to read and comply with the RFP.

Name of Respondent: _____ Date: _____

Authorized Representative Signature: _____

Print Name & Title: _____

Willingboro Municipal Utilities Authority
WATER AND SEWER LINE SERVICE WARRANTY PROGRAM

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

5. List Respondent's methodology for management of projects which contains procedures, definitions and explanations of techniques to be utilized in collecting, storing, analyzing and presenting information as part of its research and request process.

6. Please provide projected timeframe for completion of the parking demand study within months i.e.: 3 months, etc.).

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

WILLINGBORO MUA
NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

I, _____ of the _____ of _____

In the County of _____ and State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the Respondent making this Proposal for the Program, and that I executed the said Proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the Program; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Willingboro Municipal Utilities Authority relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said Program.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Respondent) (N.J.S.A. 52:34-25)

Subscribed and sworn to

Before me this _____ day

Of _____ 2019.

Signature

Type or print name of affiant under Signature

Notary public of
My Commission expires _____.

WILLINGBORO MUA
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business _____

Check which business entity applies:

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

Complete if the respondent is one of the three types of corporations:

Date Incorporated:

Where Incorporated:

Business Address:

STREET ADDRESS TOWN

STATE

ZIP

TELEPHONE #

FAX #

E-MAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME HOME ADDRESS

NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature:

Date:

Printed Name and Title:

FAILURE OF A RESPONDENT TO SUBMIT THIS FORM AND THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION OF THE PROPOSAL

WILLINGBORO MUA
INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Willingboro MUA upon award of contract by the Board of Commissioners. The minimum amount of insurance to be carried by the selected Successful Respondent shall be as follows:

General Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Workers Compensation and Automobile Liability Insurance in the appropriate statutorily mandated amounts.

*Vendor / Firm shall not commence operations until the Authority has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature) (Date)

(Printed Name and Title)

HOLD HARMLESS AGREEMENT

The Respondent, if selected as the Successful Respondent, shall defend, indemnify and hold harmless The Willingboro Municipal Authority, its Commissioners, officers, employees, retained professionals, agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any cost of defense incurred by the Authority and any payments, recoveries and judgements against the Authority, that arise from actions or omissions of the Successful Respondent, his agents or employees in the execution of the Program and/or duties to be performed under the Agreement.

Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproduction costs, and long-distance travel and phone expenses in connection with defense and shall bear the prevailing interest rate, where applicable.

The Successful Respondent shall be responsible for all damage to persons or property caused or alleged to have been caused by or incident to execution of this work and shall defend claims or suits arising from or incident to the work under the aforementioned contract without expenses to the Authority, its agent's servants and/or administrators.

By: _____ Date: _____

Name:
Title:

On behalf of:

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

The Successful Respondent is required to submit evidence of appropriate affirmative action compliance to The Authority and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Authority's files to determine whether the affirmative action evidence has been submitted by the Successful Respondent. Specifically, the Successful Respondent shall submit to the Authority, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to The Authority and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1 et seq. The Successful Respondent must provide a copy of the Certificate to The Authority as evidence of its compliance with the regulations. The Certificate represents the review and approval of the Successful Respondent's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The Successful Respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Authority. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The Successful Respondent may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The Successful Respondent must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Authority.

The Successful Respondent certifies that it is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The Successful Respondent further understands that his/her bid shall be rejected as non-responsive if said Successful Respondent fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq.; N.J.A.C. 17:27-1 et seq.
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302
(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27-1 et seq. and agrees to furnish the required forms of evidence.

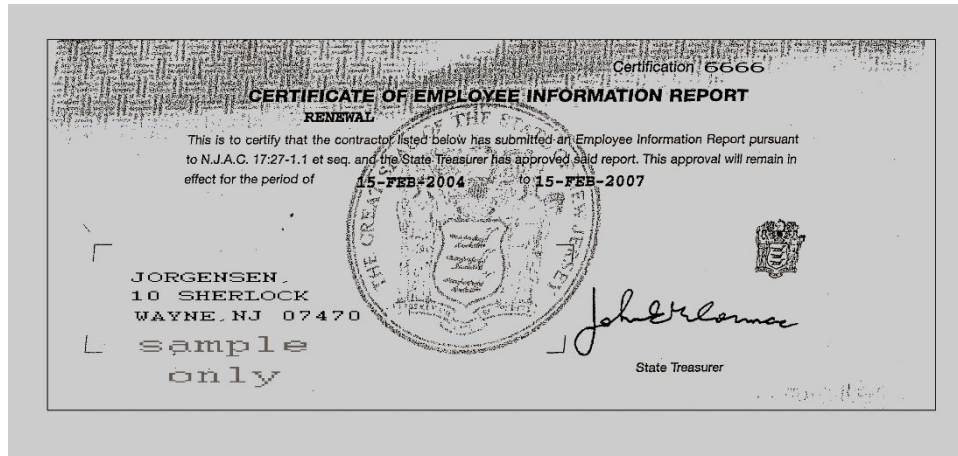
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT



**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. *subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
4. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors 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 contractor, subcontractor or 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.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
TOWN OF WILLINGBORO.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
TRADE NAME: **CLIENT REGISTRATION**
TAXPAYER IDENTIFICATION#: **970-097-382/500**
SEQUENCE NUMBER: **0107330**
ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**
ISSUANCE DATE: **07/14/04**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

J.P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's 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 Director 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:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

Name: _____ Relationship to Bidder/Offeror: _____
Description of Activities: _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Do Not Enter PIN as a Signature
Title: _____ Date: _____

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such tradename:

Trading As: _____ Telephone: _____

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name
: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**APPENDIX A
LETTER OF QUALIFICATION**

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Emmanuel Stuppard
Deputy Director EOM
Willingboro Municipal Utilities Authority
433 JFK Way
Willingboro, NJ. 08046

Dear Mr. Stuppard:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the Willingboro Municipal Utilities Authority ("Authority"), dated August 14, 2019, in connection with the Willingboro MUA's need for services of WATER AND SEWER LINE SERVICE WARRANTY PROGRAM.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____

APPENDIX B
LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Emmanuel Stuppard
Deputy Director EOM
Willingboro Municipal Utilities Authority
433 JFK Way
Willingboro, NJ. 08046

Dear Mr. Stuppard:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal ("RFP"), issued by the Willingboro Municipal Utilities Authority ("Authority"), dated _____, 2019 in connection with the Authority's need for the implementation of the **WATER AND SEWER LINE SERVICE WARRANTY PROGRAM**.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Authority's procurement schedule.
3. (Name of Respondent) acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Authority.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the Authority may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the

Authority shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____

**WILLINGBORO MUNICIPAL UTILITIES AUTHORITY
REFERENCE SUBMITTAL FORM**

1.

Name	Title
Nature of Project	
Company	
Phone	Date

2.

Name	Title
Nature of Project	
Company	
Phone	Date

3.

Name	Title
Nature of Project	
Company	
Phone	Date

4.

Name	Title

Nature of Project

Company

Phone

Date

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER’S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], as Principal (hereinafter, the “Principal”) and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety (hereinafter, the “Surety”), are held and firmly bound unto the **WILLINGBORO MUNICIPAL UTILITIES AUTHORITY**, as Obligee (hereinafter, the “Obligee”), in the sum of **TEN THOUSAND (\$10,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated _____ __, 2019 and the Agreement, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the contract be awarded to the Respondent, said Principal will execute the Agreement for the faithful performance of Obligee’s obligations under the Agreement, or if the Principal shall fail to enter such Agreement, then the Principal shall be deemed to have abandoned the contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee.

SIGNED AND SEALED this ___ day of _____ 2019.

In the presence of:

_____ (Seal)
PRINCIPAL

WITNESS TITLE

_____ (Seal)
SURETY

WITNESS

TITLE