

**West Milford Municipal Utilities Authority**  
**Public Notice for the Solicitation of Professional Service Contract for Laboratory Services**  
**for the Period of August 1, 2015 through January 31, 2016**

**Notice is hereby given** that sealed submissions will be received by the Administrator, or designated representative, for the West Milford Municipal Utilities Authority (the "WMMUA"), on June 16, 2015, at 10:00 a.m. prevailing time, 179 Cahill Cross Road Suite 221, West Milford, New Jersey 07480, upon which will be publicly opened at the MUA Board of Commissioners Business Meeting at 7:00 p.m. located at 1810 Macopin Road, Room 14, West Milford, NJ 07480.


Standardized submission requirements and selection criteria are on file and available in the WMMUA Office, 179 Cahill Cross Road, Suite 221, West Milford, New Jersey 07840. Any persons having questions or to obtain further information should contact Kelly Love at the WMMUA Office.

Submission packages may be obtained at the WMMUA Office, (973) 506-7330 during regular customer service hours, 10:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays, or available on-line at the WMMUA website ([www.westmilfordmua.org](http://www.westmilfordmua.org)).

All Professional Service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-3 *1 et seq.* and N.J.A.C. 17:27 *et seq.* (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The WMMUA reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the WMMUA. The WMMUA shall award the contract or reject all submission no later than 60 days from receipt of same.

  
\_\_\_\_\_  
Kelly Love, WMMUA Administrator

Dated: June 1, 2015

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY  
PUBLIC NOTICE FOR THE SOLICITATION OF  
PROFESSIONAL SERVICE CONTRACT APPOINTMENTS SHALL  
BE FROM AUGUST 1, 2015 THROUGH JULY 31, 2016**

The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:

**MUA Laboratory Services**

The WMMUA desires to appoint a firm or firms to provide laboratory services for all testing required for the operation of the MUA sewer and water facilities. Applicants should demonstrate knowledge and experience with respect to all aspects of laboratory services required by a New Jersey municipal sewer and water authority. Any experience or knowledge of matters that directly affect the WMMUA should be addressed. The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations. In furtherance of such general powers and duties, but without limitation thereto, the MUA laboratory services qualifications shall include:

1. Must be certified to provide laboratory services in the State of New Jersey, including but not limited to performance of analytical and sampling work required by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency.
2. Must have a minimum of ten (10) years' experience in providing laboratory and consulting services to municipalities or utility authorities including demonstrated experience with sewer and water testing and permit compliance.
3. Must be experienced in maintaining permits and approvals. All pertinent quality assurance / quality contract information must be maintained by the laboratory and be made available to the WMMUA upon request and at no additional cost.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service the WMMUA or identify subcontractors who will provide such service.
5. Must maintain a principal office location in close proximity to the WMMUA so as to be able to respond to emergent matters promptly.
6. Must obtain samples and provide necessary refrigeration/coolers required to maintain such samples during transportation from the WMMUA facility to the provider's laboratory. The Laboratory Services provider shall provide the chain of custody forms and the sampling containers that will be used for transport to the laboratory. The Laboratory Services provider shall be responsible for maintaining the water and waste water sampling schedule, to be coordinated with the WMMUA and its Operator.
7. Must list past and present municipalities or utility authorities served as Laboratory Service provider.

8. Must reanalyze samples, at its own expense, when acceptable results are not obtained due to laboratory error. Examples of analytical results that will require reanalysis at no additional expense include but are not limited to: analyses performed outside the holding time, use of incorrect method, and test where there were unacceptable quality control results. The Contract laboratory will be liable for any and all financial penalties imposed by NJDEP which results from late reporting of analysis by the Contract laboratory.
9. Laboratory Services shall include all samples required by the WMMUA for all water and waste water permits issued by NJDEP.
10. The Laboratory Services provider shall report all water testing results to NJDEP as per the E2 Electronic Reporting System
11. The Laboratory Services provider shall supply all data to the WMMUA and the Operator and shall comply with the with following requirements
  - A. **Sampling Schedule**: Each Monday morning or Friday Evening the lab will email the week's sampling schedule to the main office and the operator. The Lab will execute that schedule and will make every effort to conduct sampling as close to the beginning of the permitted periods as possible.
  - B. **Sample Cancellations**: If the operator has to cancel or "waive off" one of the scheduled samples, he should email the cancellation directly to the lab 24 hours in advance of their visit. During the times where the operators needs to cancel due to equipment failure or an unforeseen plant upset and cannot give 24 hour notice, he must keep in mind that "sudden notice" cancellations may incur extra costs to the MUA and they should be kept to a minimum. In either scenario, the laboratory should continue collecting the remainder of the samples that can be collected for that day as per their schedule. If the lab has to cancel a scheduled visit for sample collection, it must email the operator 24 hours in advance of their scheduled visit. If 24 hour notice cannot be given, the lab must call the operators directly, explain he reason for the cancellation, and follow up with an email confirming the cancellation and the conversation with the operator.
  - C. **Sample Re-scheduling**: It is the operator's responsibility to notify the laboratory directly (not through the sampler or courier), of any sample (exceedance or cancelled event) that he wants to reschedule. The lab should not initiate rescheduling sampling events without proper notification from the operator. The rescheduling notification by the operators should be completed by email. In rescheduling, the operators must be aware that the lab has scheduled days per week in the West Milford area and the rescheduled sample would be attempted on the next scheduled date (after his notification) the lab is in the area. There will be certain samples that may not be able to be collected on the lab's next scheduled visit because of holding times, reading times, analytical times, etc., in those instances, the lab will respond to the operator's resampling request and inform him as to when the next possible date that the sample can be taken. Should the operator need that resample

collected earlier than the scheduled visit, the lab should do all they can to accommodate that request; however, the operator must keep in mind that his request may incur a surcharge to the MUA for extra services.

- D. **Exceedance notifications:** Currently, the lab is notifying the operator of exceedances (by email) on certain parameters within 5-6 days. This practice should continue as is. Although these results are not final, the operator can use these results to determine if resampling is appropriate or not. Again if the operator decides to resample, he must notify the lab as per the above directives.
- E. **Final Sample Results:** The laboratory will have a 10 business day turnaround time with the MUA. All final data should be emailed to the operator and the main office by COB on the 10<sup>th</sup> day. Hard copies should be also mailed no later than the 10<sup>th</sup> day to the main office.
- F. **Telephone notifications:** There may be times when parties cannot conveniently make their notifications by email and need to communicate by telephone. In those instances, the party initiating the notification shall send a follow up email to the receiver of the call by COB the same day to confirm telecommunication.
- G. **Online results:** The lab should have an information system where the operator can review sample results via the internet. If the operator chooses to use this system he should contact the lab directly for enrollment and usage instructions.
- H. **Consumer Confidence Reports:** The Lab will be required to provide the operator and the MUA office with one written consumer confidence report, ready for customer distribution and with all requirements, prior to May 15, 2016.
- I. **Contacts:** All email transmission between the lab and the operator must include a carbon copy to Kelly Love and Terry McHugh of the MUA. Their email addresses are [klove@wmmua.org](mailto:klove@wmmua.org) and [wmmua12@gmail.com](mailto:wmmua12@gmail.com) respectively. The current contact for the Operational Firm is Jersey Environmental Solutions, Mr. Eric Williams. His email address is [ewilliams@j-e-s.us](mailto:ewilliams@j-e-s.us).

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY**  
**INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**  
**(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

**1.1 RECEIPT AND OPENING OF SUBMISSIONS**

**1.1A OWNER AND PROJECT**

The WMMUA, West Milford, New Jersey (hereinafter referred to as "WMMUA" or the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

**1.1.B TIME AND PLACE OF SUBMISSION OPENINGS**

Administrator and/or her designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

**1.1.C SUBMISSIONS NOT IN COMPLIANCE**

The Owner may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

**1.1.D WITHDRAWING SUBMISSIONS**

Submissions forwarded to the WMMUA Administrator and/or her designated representative before the time of opening of submissions may be withdrawn upon written application of the Professional Services Entity who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

**1.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES**

**1.2.A INDIVIDUALS PERFORMING TASKS**

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience, including municipal experience, similar to the services contained herein.

**1.2.B PAST PERFORMANCE**

Documented past performance of same and/or similar service.

### 1.2.C REFERENCES

References and record of success of same or similar service.

### 1.2.D DESCRIPTION OF ABILITIES

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

### 1.2.E COST DETAILS

Cost details shall be set forth with specificity, including unit price per sample (for water, waste water); hourly rates of each of the individuals who will be performing services; and explanation of all fees, costs and expenses, as may be applicable forming the annual contract proposal amount.

### 1.2.F TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the required tasks.

## **1. 3 PREPARATION OF SUBMISSIONS**

### 1.3.A COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the Professional Services Entity or principal thereof and shall contain the name, address, and telephone number of the Professional Services Entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to WMMUA, 179 Cahill Cross Road, Suite 221, West Milford, New Jersey 07480 and said envelope shall specify the Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The Submission shall be accompanied by (1) a Non-Collusion Affidavit; (2) a Disclosure of Ownership Form; (3) an Insurance Requirement Acknowledgement Form; (4) a

Mandatory Equal Employment Opportunity Notice Acknowledgement; (5) a copy of the applicable Business Registration Certificate; (6) a Professional Services Entity Information Form; (7) a Qualifications Submission; and (8) an Acknowledgement of Corrections, Additions or Deletions Form, if any. All forms listed above, (#1 through #8) shall be completed in their entirety.

### 1.3.B ERRORS IN SUBMISSIONS

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

## **1.4 TIME FOR AWARD OF CONTRACT**

The Owner shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case no more than sixty (60) days, except that the submissions of any Professional Services Entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the WMMUA has certified the necessary funds in a lawful manner.

## **1.5 MODIFICATIONS OF SUBMISSIONS**

Any Professional Services Entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Owner, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Owner will not know the final price(s) or term(s) until the sealed submission is opened.

## **1.6 REJECTION OF SUBMISSIONS**

### 1.6:A MULTIPLE SUBMISSIONS NOT ALLOWED

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

### 1.6.B UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Owner.

### 1.6.C RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

### 1.6.D METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the WMMUA to award submissions on a *“service by service”* basis, *“per project”* basis, *in part or in whole* as determined by the Owner.

### 1.6.E RIGHT TO WAIVE INFORMALITIES RESERVED

The Owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Owner’s judgment serves its best interests.

## **1.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the Professional Services Entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

## **1.8 PAYMENT**

It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted no later than the Wednesday prior to the WMMUA monthly business meeting.

## **1.9 TRANSITIONAL PERIOD**

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Professional Services Entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract, unless agreed to by the parties in writing.

## **1.10 NO FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

Under no circumstances, on submission documents requiring authorized signatures, will the Owner accept documents provided through facsimile machines.

## **1.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS**



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

## **1.12 GENERAL REQUIREMENTS/INFORMATION**

The Professional Services Entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Professional Services Entity.

It is understood by the Professional Services Entity that this submission is provided on the basis of standardized submission requirements prepared by WMMUA and the fact that any Professional Services Entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

### ***NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.***

WMMUA reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ...”contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A: 11-5) may be awarded for a period not exceeding twelve (12) consecutive months”.

This solicitation is for a one (1) year contract for services, from August 1, 2015 through July 31, 2016.

## **1.13 SELECTION CRITERIA**

Proposals shall be evaluated by the WMMUA based on that which is most advantageous to the WMMUA, taking into consideration the following factors, of which no single one shall be determinative:

- Qualification of the individuals who will perform the tasks and your firm’s references.
- Ability to perform the tasks in a timely fashion, including staff and familiarity with this type of work.
- Cost competitiveness.
- Other items that the UMMUA deems necessary for evaluating of proposals and award of a contract;
- Any other factors demonstrated to be in the best interests of the WMMUA.

**Issuance of this RFP does not commit the WMMUA to award a contract, to pay any costs incurred in preparation of a response to this request, or to procure or contract any services or supplies. The WMMUA reserves the right to reject any and all proposals, and to re-solicit as necessary.**

**CHECKLIST**

**PROFESSIONAL SERVICE TITLE:**

**SUBMISSION DATE:** No later than \_\_\_\_\_, \_\_\_\_\_, 2015 at 10:00 a.m. prevailing time.

*The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:*

- Non-Collusion Affidavit .....
- Disclosure of Ownership Form .....
- Insurance Requirement Acknowledgement Form .....
- Mandatory Equal Employment Opportunity Notice Acknowledgement.....
- Copy of your Business Registration Certificate (as issued by the State of New Jersey, Department of Treasury, Division of Revenue) .....
- Professional Service Entity Information Form .....
- Qualifications Submission Form .....
- Acknowledgement of Corrections, Additions or Deletions Form .....

Reminder:

**Please submit one (1) original and two (2) additional copy of the sealed submission.**

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY**  
**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :  
: SS.

COUNTY OF \_\_\_\_\_ :

\_\_\_\_\_ of the \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of  
New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ (title) of the firm of \_\_\_\_\_

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the WMMUA relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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* establish, commercial or selling agencies maintained by:

\_\_\_\_\_  
Name of Professional Service Entity

\_\_\_\_\_  
Signature of Professional

\_\_\_\_\_  
Print name / title of Professional

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public, State of New Jersey

My commission expires \_\_\_\_\_

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY**  
**DISCLOSURE OF OWNERSHIP FORM**

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the Professional Service Entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the Professional Service Entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the Professional Service Entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing he submission:**

NAME:	ADDRESS:
_____	_____
_____	_____
_____	_____

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

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

**Submission is being provided by an individual who operates as a sole proprietorship:**

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

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

____ Limited Partnership	____ Limited Liability Corporation
____ Limited Liability Partnership	____ Subchapter S Corporation

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

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY  
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the WMMUA Office upon award of contract by the WMMUA.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

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

*Acknowledgement of Insurance Requirement:*

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Print name / title

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affect ional or sexual orientation and gender identity or expression, 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, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affect ional 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
**(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The successful Professional Service Entity shall submit to the WMMUA, 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 vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

***OR***

(a) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 *et seq.*;

***OR***

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the WMMUA to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 *et seq.*

The successful Professional Service Entity may obtain the Employee Information Report (AA302) from the WMMUA during normal business hours.

The successful Professional Service Entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the WMMUA, and the gold *Vendor* copy is retained by the Professional Service Entity.

**The undersigned Professional Service Entity certifies that he/she/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 *et seq.* and agrees to furnish the required forms of evidence.**

**The undersigned Professional Service Entity further understands that his/her/its submission shall be rejected as non-responsive if said Professional Service Entity fails to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.***

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY**  
**AFFIDAVIT FOR AFFIRMATIVE ACTION**

STATE OF \_\_\_\_\_ :  
  :      SS  
COUNTY OF \_\_\_\_\_ :

\_\_\_\_\_ being duly sworn, deposes and says that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ (title) of \_\_\_\_\_ (partnership/corporation) who signed the above Proposal or Bid, that during the course of this contract, he/she will agree to the Plan for Affirmative Actions as outlined in N.J.A.C. 10:5-31 and N.J.A.C. 17:27.

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My commission expires:

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the WMMUA (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

The WMMUA does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

## PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each bidder submit proof of New Jersey Business Registration with its bid proposal. All business organizations that do business with a local contracting agency (i.e. WMMUA) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) 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.

**WEST MILFORD 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: \_\_\_\_\_

If individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_

Telephone No.: \_\_\_\_\_



If the Professional Service Entity is a PARTNERSHIP, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

If the Professional Service Entity is INCORPORATED, give the following information:

State under whose laws incorporated:

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Location of principal office:

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Telephone No.: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

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Telephone No.: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_

Signature:

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

Title:

Address:

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**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY**

**QUALIFICATIONS SUBMISSION FORM**

*Note: Attach additional sheets as necessary.*

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

- 2. References and record of success of same or 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. Description of technical process and equipment used in performing the services.**

6. Ability to accommodate attendance at any requested meetings of the WMMUA.

7. All prospective bidders shall be required to inspect the WMMUA facilities prior to submission of a bid and shall make an appointment for such inspections with the WMMUA Administrator. List date(s) of inspections.

Firm \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, \_\_\_\_\_ of the firm \_\_\_\_\_  
hereby acknowledge that any corrections, additions and/or deletions have been initialed and  
dated in this Submission Package.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type or Print name of affiant and Title, under signature)*

\_\_\_\_\_  
*(Date)*

**End of Submission Package**