

**LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD
OCEAN COUNTY
NEW JERSEY
FOR FURNISHING AND DELIVERING
SODIUM HYPOCHLORITE**

July 24, 2023

**LAKEWOOD TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY**

CONTRACT FOR FURNISHING AND DELIVERING

SODIUM HYPOCHLORITE

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NOTICE TO BIDDERS
LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD, OCEAN COUNTY, NEW JERSEY
FOR FURNISHING AND DELIVERING SODIUM HYPOCHLORITE

Sealed proposals for furnishing and delivering sodium hypochlorite to the Lakewood Township Municipal Utilities Authority will be received by the Authority at their offices at **390 New Hampshire Avenue, Lakewood, New Jersey** on or before **September 27th, 2023, at 11:00 AM** prevailing time, at which time and place they will be publicly opened and read aloud. Bidders shall provide two (2) firm unit prices, the 1st to furnish and deliver sodium hypochlorite for a period of one (1) year following the date of contract execution and the 2nd to furnish and deliver sodium hypochlorite for a period of two (2) years following the date of contract execution.

All bids must be completed in accordance with the requirements described in the General Requirements.

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

Bidding documents may be obtained from the office of the Authority, 390 New Hampshire Avenue, Lakewood, NJ 08701 on Monday through Friday between the hours 9:00 AM – 4:00 PM excluding Authority Holidays. Alternatively, bids can be downloaded from our website at www.lakewoodmua.com

No bid may be withdrawn for thirty (30) days following the date for receipt of the bids. The Authority reserves the right to reject any and all bids, to waive any informality in any bid and to accept the bid or bids which, in its judgment, best serve the interest of the Authority. If the bid submitted does not comply with the bidding requirements at the time of the bid opening, the bid may be rejected.

GENERAL REQUIREMENTS

1.0 General Requirements Furnishing and Delivering of Sodium Hypochlorite

1.01 Date and Place of Opening Bid

The Lakewood Township Municipal Utilities Authority, herein called Authority, will receive sealed bids for the furnishing and delivery of the materials described in the proposal more particularly described in the detailed specifications.

Such bids, addressed to the Lakewood Township Municipal Utilities Authority will be received by the Authority at the time and place which is specified in the Notice to Bidders or as revised by addendum, at which time and place they will be publicly opened and read aloud.

1.02 Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in. Blank spaces for bid items not bid on should be filled in with the words "No Bid". All information must be type written or neatly printed in ink in both words and figures. Information deemed illegible shall be grounds for rejecting bid. Bidders shall not remove and submit the proposal pages separate from the contract documents.

The envelopes containing the bids must be sealed, addressed to the Lakewood Township Municipal Utilities Authority and designated "Attn: Justin Flancbaum, Executive Director, Bid for Furnishing and Delivering of Sodium Hypochlorite".

1.03 Qualifications of Bidders

The Authority may make such investigation as he deems necessary to determine the ability of the bidder to furnish and guarantee the delivery of the materials described in the proposal more particularly described in the detailed specifications. The bidder shall furnish to the Authority any data or information the Authority may request for this purpose. The Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the contract and to provide the services as specified. Failure to supply information requested by the Authority or the Authority's authorized agent in a timely manner may be grounds for rejection of the bid.

Any bidder, who wishes to submit a product other than that which is described in the Detailed Specifications must provide documents establishing equivalency prior to or at the time of the opening of the bids. The Authority Engineer will compare the documents provided to the equivalency criteria in the detailed specifications and respond to the applicant within five (5) working days of the opening of the bids. If the Authority Engineer determines that the documents provided do not adequately prove equivalency

he may, at his discretion, request additional information or reject the product as being non-responsive.

Any bidder who disagrees with the equivalency determination may request an equivalency hearing. The request must be in writing and must be delivered to the Authority's office no later than the third (3rd) business day after the date the bidder received notification of the equivalency determination. The hearing will be conducted by the Authority's Executive Director. The hearing will include the Authority's engineer and a representative from the Authority's operations staff as determined by the Executive Director. The bidders will be notified as to the results of the hearing within five (5) business days after the date the hearing is concluded. If the bidder disagrees with the results of the hearing he must notify the Authority by the third (3rd) business day after the date the bidder receives notification of the results of the hearing that he wishes to be heard by the Authority. Upon receipt of this notification, the Executive Director will place the bidder on the agenda at the next regularly scheduled meeting of the Authority.

If it is determined at any point in the process that testing of the alternate product will extend beyond the thirty (30) days from the date that the bids were opened, the bid will be awarded to the lowest responsive bidder providing a product which meets the specifications. The bidder wishing to supply the alternative product will be able to continue with the testing procedure if they so desire. If the product is found to be equivalent in all aspects to the product specified the bidder will be notified that they will be allowed to bid this item the next time bids are solicited.

1.04 Informal Bids

The Authority may reject as informal, bids which are incomplete, conditional, obscure or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind. The Authority may waive such informalities if it feels this action is in its best interest.

1.05 Withdrawal of Bids

Upon proper request and identification, bids may be withdrawn at any time prior to the designated time for the opening of bids. No bids may be withdrawn within the thirty (30) day period following the actual opening thereof.

1.06 Unit Price Bid

Items delivered shall be as specified and delineated at the price per unit of measure for each scheduled item stated in the proposal.

1.07 Addenda and Interpretations

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing,

addressed to the Lakewood Township Municipal Utilities, 390 New Hampshire Avenue, Lakewood, New Jersey 08701 and to be given consideration, must be received at least seven business (7) days prior to the date fixed for the opening of bids. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specification, which, if issued, will be sent by certified mail, return receipt requested, to each of the bidders who has taken out the contract documents, at the respective addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum, or interpretation, shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

1.08 Bid Security

The Authority will not require a bid security for this goods and services bid.

1.09 Obligation of Bidders

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligations in respect of his bid.

1.10 Lowest Qualified Bidder

The contract will be awarded to the responsive and responsible bidder or bidders whose bids, when combined, total the lowest number of dollars for the corresponding contract length to be awarded by the Authority. The contract length to be awarded by the Authority will be at the sole discretion of the Authority.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern.

1.11 Liquidated Damages for Failure to Enter into Contract

This section is not applicable to this goods and services bid.

1.12 Power of Attorney

This section is not applicable to this goods and services bid.

1.13 Conditions of Work

Each bidder must inform themselves fully of the conditions of the contract and specifications. Failure to do so will not relieve a successful bidder of his obligation to furnish the service contract as specified and to carry out the provisions of the contract documents.

1.14 Performance Bond

A performance bond is not required for this goods and services contract.

1.15 Time of Delivery

The time of delivery of the product shall be at the Authority's request, as directed by the Authority's personnel. The materials ordered must be delivered to the Authority within 72 hours of the request for the delivery unless otherwise agreed to by the Authority's personnel.

1.16 Time to Award Contract

The Authority shall have thirty (30) days from the receipt of bids to either accept or reject same, and a responsible time thereafter in the event of any special circumstances or conditions requiring same.

1.17 Location of Delivery

The materials are to be delivered to the Authority's water treatment facility located at 390 New Hampshire Avenue or at the Authority's treatment facility located on Shorrock Street just south of Route #70 or at other locations within the Township of Lakewood as directed by the Authority's personnel.

1.18 Fuel Surcharge

The bidder must account for shipping and fuel charges within the unit price of their bid. Separate fuel bills (fuel surcharge) will not be paid.

1.19 Anticipated Usage, Contract Length, Contract Amount and Extension Clause

Based on historic usages the Authority estimates it will require 35,000 gallons of sodium hypochlorite for a period of one (1) year. The contract will be awarded at the unit price to furnace and deliver one (1) gallon of sodium hypochlorite for a period of one (1) calendar year. The contract will stipulate that it cannot exceed \$160,000.00 for a one (1) year contract.

If both the Authority and the Winning Bidder agree, the contract for furnishing and delivering sodium hypochlorite can be extended one additional year (Calendar Year 2025) at the same unit price and at the same contract amount. In order for the contract to be extended the Authority must inform the Winning Bidder by October 13, 2024, if the Authority is requesting to extend the contract for calendar year 2025. If informed that the Authority is requesting to extend the contract for calendar year 2025, the Winning Bidder must inform the Authority by October 20, 2024, if the Winning Bidders agrees to extend the contract for calendar year 2025. The contract will expire December 31, 2024, if the

Authority does not request the extension of the contract by October 13, 2024, or the Winning Bidder does not agree to extend the contract by October 20, 2024.

1.20 Authority's Right to Modify Frequency and Quantity of Delivery

It is anticipated that delivery of these materials will be required on a monthly basis. However, the Authority reserves the right to direct the bidder as to time of delivery and quantity to be delivered as its need dictate. The quantity and frequency can vary depending on the needs of the Authority. Variation of the quantity or frequency will not be grounds for any change to the unit price bid.

The provisions of the goods being provided pursuant to this bid shall be provided in accordance with the amount required from time to time by the Authority. This bid shall not contain any conditions limiting the time and amount in which goods may be supplied.

The Authority agrees that it will attempt to limit the minimum order to 75 gallons at a time. It reserves the right to have the order delivered to more than one location. If for any reason the Authority requires that a delivery of a lesser quantity is required, the bidder is free to request additional compensation and the Authority will be free to purchase a lesser amount from another supplier without violation of the contract.

1.21 Authority's Right to Modify Overall Quantity

The Authority also reserves the right to order reasonable quantities of these materials in excess of or below the estimated quantities to be purchased listed in the proposal if its needs so dictate. Such orders shall be furnished and delivered to the Authority at the Authority's direction and shall be furnished and delivered for the same contract price which the bidder has designated on the proposal sheets. The unit price bid by the Winning Bidder shall remain firm for calendar year 2023 regardless of the quantity purchased. If the extension is agreed upon by the Winning Bidder and the Authority the unit price bid by the Winning Bidder shall remain firm for calendar year 2024 and 2025 regardless of the quantity purchased.

DETAILED SPECIFICATIONS
FOR THE FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE

2.01 General

The bidder shall furnish and deliver the liquid sodium hypochlorite as directed by the Authority to the location designated by the Authority. Sodium hypochlorite is to be supplied on a bulk delivery basis to the existing storage tanks at the facilities. The sodium hypochlorite supplied under this Contract shall conform to the following requirement:

Solution Strength: 12.5% by weight

The solution shall be free of foreign matter and be delivered by truck equipped with the proper fittings for connection to existing facilities.

The bidder must comply with all federal, state, and local regulations, which pertain to the transportation and delivery of this material.

2.02 Standards and Codes

Sodium hypochlorite delivered shall conform to the latest requirements contained in American Water Works Association (AWWA) Standard for Sodium Hypochlorite.

The Authority reserves the right to have any shipment of sodium inspected, tested and analyzed within ten (10) days after delivery to the treatment plant, whether in its own laboratory or by one or more competent independent laboratories. Sampling and testing shall be in accordance with AWWA Standard for Sodium Hypochlorite. If any shipment of sodium hypochlorite is proven to be below the quality required by these specifications, the Authority reserves the right to reject that shipment. The rejected material shall be removed by the Contractor at his own expense.

The Contractor shall replace any rejected sodium hypochlorite with sodium hypochlorite meeting the standards set forth in this specification and in the AWWA Standard or he shall credit the Authority with the fair replacement price of a satisfactory shipment, or the contract price, whichever is higher.

BID DOCUMENT SUBMISSION CHECKLIST

Lakewood Township Municipal Utilities Authority

Contract Name: Sodium Hypochlorite

LTMUA No. 2024/25

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement).	
<input checked="" type="checkbox"/> If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
<input checked="" type="checkbox"/> Bid Forms	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

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

Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Authority's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
<input checked="" type="checkbox"/> Affirmative Action Certification		<input checked="" type="checkbox"/> Submission of a Non-Collusion Affidavit (this form must be Notarized).	
<input checked="" type="checkbox"/> Corporate Resolution allowing the signature of the Corporate Officer.		<input checked="" type="checkbox"/> Copy of State of New Jersey Business Registration Certificate	
<input checked="" type="checkbox"/> Disclosure of Investment Activities in Iran, Belarus & Russia.			

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

PROPOSAL of _____
(Name of Company)

BID FORMS**FOR THE FURNISHING AND DELIVERING OF SODIUM HYPOCHLORITE AS SPECIFIED TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

The undersigned, as Bidder, having carefully read the Notice to Bidders, Detailed Specifications, General Requirements, Proposal and Form of Contract, hereby agrees to furnish and deliver sodium hypochlorite to the premises owned by the Authority in accordance with said Specifications at the unit prices quoted in the proposal. Further, the undersigned, as Bidder, declares that only parties interested in this proposal as principals are named herein and that this Proposal is made without collusion with any other person, firm or corporation.

(Bidder's Signature)

(Print Bidder's Signature & Title)

(Print Company's Name and Federal ID # or
SS #)

(Address)

(Telephone Number & Fax Number)

(Date)

PROPOSAL TO
 THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
 OCEAN COUNTY, NEW JERSEY
 FOR FURNISHING AND DELIVERING
 SODIUM HYPOCHLORITE

Amount	Item	Price
Unit	For furnishing & delivering	@ \$ _____ /per gallon
Price	Sodium Hypochlorite FOR 1 YEAR	
	(Unit Price Written) _____	
(see section "General Requirements 1.19" of bid specifications for estimated quantities to be purchased)		

IF A CORPORATION:

Name of Contractor: _____

Signature of Bidder: _____

Printed Name and Title: _____

Business Address: _____

Tax Identification No.: _____

Incorporated under the laws of the State of _____

Names of Officers:

President: _____

Secretary: _____

Treasurer: _____

Dated: _____

(Affix Corporate Seal Here)

IF A PARTNERSHIP, INDIVIDUAL, OR NON-INCORPORATED ORGANIZATION:

Name of Company: _____

Signature of Bidder: _____

Printed Name and Title: _____

Business Address: _____

Tax Identification Number: _____

Names and Addresses of Company Members:

CORPORATE RESOLUTION FORM**AFFIDAVIT OF AUTHORIZATION**

(To be filled in and executed if the Contractor is a Corporation)

County of _____) ss
State of _____)_____, being duly sworn deposes and says that he is Secretary of
_____ a corporation organized and existing under any by virtue of
the laws of the State of _____, having its principal at _____,
_____, _____, _____, _____,
(City) (County) (State) (Zip)

Affiant further says that he is familiar with the record, minute books, and by-laws of

(Name of Corporation)Affiant further says that _____, _____
(Officer's Name) (Title)

Of the Corporation is duly authorized to sign the Contract for the construction of

for said corporation by virtue of

(State whether a provision of by-laws or a resolution of the Board of Directors if resolution, give date of adoption).

(Affiant)

Corporate Seal

Sworn to before me the _____, day of _____, 20____.

Notary Public_____
(County)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

- ☐ 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.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS**LAKESWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

CONTRACT NAME: Sodium Hypochlorite

LTMUA NO.: 161003

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

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

Acknowledgment by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

ss:

County of _____

I, _____ of the City of _____ in the

County of _____ and the State of _____ of full age,

being duly sworn to law on my oath depose and say that I am _____

of the firm of _____, the bidder making

the bid for the above named project, and that I executed the said bid with full authority to do so and that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said bid and in this affidavit are true and correct and made with full knowledge that The Lakewood Township Municipal Utilities Authority relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said project.

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

(Name of Bidder) (N.J.S.A 52:3415).

By: _____

(Typed Name and Title)

Subscribed and sworn to before me

this _____ day of _____ 20__

(Notary Public of _____)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**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 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 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 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to 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, 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the 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.**

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

The contractor and the Lakewood Township Municipal Utilities Authority, (hereafter "Authority") 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 Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority, or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Authority of the services provided by the 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 Authority pursuant to this paragraph.

It is further agreed and understood that the Authority 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 Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Officer: _____

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 Executive 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.

COMPLETE THE INFORMATION IN THE BOX BELOW TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH A SEPARATE SHEET WITH THE INFORMATION REQUESTED IN THE BOX BELOW FOR EACH ADDITIONAL ENTREE.

Name _____ Relationship to Bidder/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C1

CONTRACT FOR
FURNISHING AND DELIVERING SODIUM HYPOCHLORITE
LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
TOWNSHIP OF LAKEWOOD, COUNTY OF OCEAN, STATE OF NEW JERSEY

THIS AGREEMENT made this _____ day of _____, 202__ by and between
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, OCEAN COUNTY, whose legal address
at 390 New Hampshire Avenue, Lakewood Township, County of Ocean, State of New Jersey, hereinafter called the
Authority, Party of the First Part, and _____, with legal address at, _____, _____, _____
_____, hereinafter called the Contractor, Party of the Second Part.

WITNESSETH:

FOR AND IN CONSIDERATION OF the covenants, conditions, and agreements contained in the Contract Documents, Notice to Bidders, Proposal, Contract, General Requirements and Detailed Specifications all of which are herein incorporated as though set forth in full, the parties hereto, by the execution of this agreement agree to conform with and be bound by all of the terms, conditions, covenants, and stipulations set forth in the aforesaid Contract Documents, Notice to Bidders, Proposal, Contract, Consent of Surety, General Requirements and Detailed Specifications agreeing to provide the materials described in accordance therewith and the Authority agreeing to pay therefore as therein specified.

This agreement shall be for a term of ____ () year(s), commencing on the date hereof.

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation 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, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 female 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 or sex., affectional or sexual orientation, 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 principal 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 to all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with 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 Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17-27).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper offices and their corporation seals to be hereunto affixed, the day and year first above written.

**LAKEWOOD TOWNSHIP MUNICIPAL
 UTILITIES AUTHORITY**

By: _____

Justin Flancbaum, Executive Director
 (print name and title)

ATTEST:

 Robyn Gray, Secretary, LTMUA

(SEAL)

CONTRACTOR: _____

By: _____

 (print name and title)

ATTEST:

 (print name and title)

(SEAL)

Certificate of Acknowledgement of Contractor if a Corporation:

For Contract Agreement

STATE OF NEW JERSEY)
)
COUNTY OF OCEAN) SS.

BE IT REMEMBERED that on this _____ day of _____, 202__, before me, the subscriber, A Notary Public, personally appeared _____ who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the Secretary of the corporation mentioned in the within instrument; that _____ is the _____ President of said corporation, that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said _____ President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation in presence of deponent, who thereupon subscribed his name thereto as witness.

Robyn Gray Secretary

Sworn to and subscribed before me

this _____ day of _____ 202 .

My Commission Expires: _____

Certificate of Acknowledgement of The Lakewood Township
Municipal Utilities Authority:

For Contract Agreement

STATE OF NEW JERSEY)
COUNTY OF OCEAN) SS.

BE IT REMEMBERED that on this _____ day of _____, in the year, 202__, before me, the subscriber, a Notary Public, personally appeared _____ who, being by me duly sworn her oath, doth depose and make proof of my satisfaction that she is the Secretary of The Lakewood Township Municipal Utilities Authority mentioned in the within instrument; that Senator Robert Singer is the Chairman of said Authority, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of said Authority, that deponent well know the seal of said Authority and the sealed affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said Chairman, as and for his voluntary act and deed and as and for the voluntary act and deed of said Authority in presence of deponent, who thereupon subscribed his name thereto as witness.

Robyn Gray, Secretary

Sworn to and subscribed before me this _____ day of _____
20__.

Notary Public

My Commission Expires: _____