

Lakewood Township Municipal Utilities Authority

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

**ENGINEERING CONSULTING SERVICES
ON AN AS-NEEDED BASIS
TO PERFORM**

ENGINEERING SERVICES

for the

YEAR 2019

QUALIFICATION PACKAGE INSTRUCTIONS AND CONDITIONS

The intent of this Request for Qualification and Service conditions contained herein is to establish clarity regarding the requirements of both parties to the statements resulting from this REQUEST FOR QUALIFICATIONS (RFQ).

Date of RFQ: **October 16, 2018**

Date and Time Due: **November 20, 2018
1:00 PM EST**

Place of Delivery: **Lakewood Township Municipal Utilities Authority
390 New Hampshire Avenue
Lakewood, NJ 08701**

Contact Number: **(732) 363-4422 ext. 3**

Number of Qualification Packages: **Two (2)**

Preparation of Qualification Packages

MAKE ALL QUALIFICATION PACKAGES BASED UPON THE CONTENT INCLUDED HEREIN. COMPLETE ALL ITEMS FOR THE SCOPE OF WORK AS PART OF YOUR SUBMISSION AND INCLUDE ANY ADDENDUM TO THE SCOPE OF WORK, CORPORATE DISCLOSURE STATEMENT AND AFFIRMATIVE ACTION REQUIREMENTS.

THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL QUALIFICATION PACKAGES OR TO WAIVE ANY FORMALITIES IN THE SELECTION PROCESS.

EACH CONSULTANT MUST SUBMIT AN ORIGINAL QUALIFICATION PACKAGE AND ONE (1) COPY. THE CONSULTANT SHALL SIGN THE QUALIFICATION PACKAGE USING THE SIGNATURE PAGE PROVIDED IN APPENDIX A.

Selection of Consultants

Selection of Consultants who shall be invited to submit a proposal is based on those Consultants whose qualification package is the most acceptable to the Lakewood Township Municipal Utilities Authority (Authority).

The Authority reserves the right to reject any or all qualification packages or parts thereof. The Authority further reserves the right to waive technicalities and formalities in the RFQ where deemed advisable in protection of the best interest of the Authority. The Authority reserves the right to investigate any or all qualification claims made by any or all consultants. The Authority reserves the right to interpret all qualification packages and waive any ambiguities therein for the best interest of the Authority.

Evaluation Procedure and Criteria

The Authority's Executive Director, Authority Director of Engineering and Authority's Attorney will review all qualification packages received to determine if they adhere to requirements and format prescribed in this RFQ.

In addition, the Authority may request a discussion and/or presentation for further evaluation.

NOTE: ALL APPLICANTS MUST COMPLY WITH EQUAL OPPORTUNITY EMPLOYMENT.

Response Format

In order to facilitate the analysis of responses to this RFQ, Consultants are required to prepare their qualification packages in accordance with the instructions outlined in this section. The Authority may deem any qualification packages that deviate from these instructions as non-responsive and may use its discretion to disqualify such qualification packages.

Qualification packages should be prepared in such a manner as to provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on accuracy, comprehensiveness, and clarity of content. All parts, pages, and tables should be numbered and clearly labeled.

Organize qualification packages into the following parts:

- Executive Summary
- Company's Background
- Company's qualification to perform Scope of Services
- Company's Organizational Chart
- Company's Key Staff who will be assigned to manage the Authority's projects, including their resumes
- Company's Hourly Rate Schedule
- If a corporation, 'Certification of Incorporation'
- NJ Business Registration Certificate
- Current Insurance Certificate (including Professional Liability coverage)
- Signature Page (In Appendix A)
- Non-Collusion Affidavit (In Appendix B)
- Company Information Form (In Appendix B)
- Corporate Resolution Form (In Appendix B *if applicable*)
- Ownership Disclosure Certification (In Appendix B)
- Disclosure of Investment Activities in Iran (In Appendix B)
- Affirmative Action Compliance Notice (In Appendix B)
- Mandatory Equal Employment Opportunity Language (In Appendix B)
- Americans with Disabilities Act of 1990 (In Appendix B)

Executive Summary

The Executive Summary (one page) should state key highlights of the Consultant's qualification, ability to manage this project and competitive advantages. The Executive Summary should be oriented toward non-technical personnel reading and reviewing it.

Company's Background

Each Consultant must provide information (not more than one page) about their company to allow evaluation of the Consultant's stability and ability to support the commitments set forth in response to the RFQ. The Consultant should outline their company's status, including a brief description of the company, past history, present status, future developments, company size and organizational structure.

Company's Qualification to Perform Scope of Services

Include a statement of comprehension as to the work needed with specific reference made to the following Scope of Services. Discuss any special requirements and unique circumstances.

Company's Organization Chart

Submit a detailed organizational chart that illustrates the reporting structure of the Consultant's organization as it pertains to this RFQ. Include all key staff that will have major productive roles and responsibilities. Identify project manager/principal-in-charge and other key staff listing specific responsibilities for each. One person must be identified as the Point of Contact for the Authority.

Company's Key Staff who will be assigned to manage the Authority's projects

Submit the resumes of all key staff that will have major productive roles and responsibilities. Include the resumes of all project manager/principal-in-charge and other key staff identified in the detailed organizational chart.

Company's Hourly Rate Schedule

Submit an hourly rate schedule which indicates a specific position, grade and a specific hourly rate. Lumping two positions together (Engineer II & Engineer III) or providing an hourly rate range will not be acceptable.

SCOPE OF SERVICES OF ENGINEERING CONSULTANT

1.0 GENERAL OBJECTIVES

- 1.1 The purpose of this agreement is to retain one or more Consultant(s) for a period of 1 year to provide Engineering Services on an as-needed basis. 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 to exceed twelve (12) consecutive months.”
- 1.2 The Consultant shall collect data pertaining to the background of each project and the project itself. In addition to studying project reports and conceptual design drawings, such details as design criteria, imposed constraints, site conditions, utility availability, and Authority's maintenance and operations

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- practices shall be examined. As part of this phase, the Consultant will make a presentation to the Authority outlining all the assumptions made and design criteria used in the project.
- 1.3 The Consultant shall provide review services to evaluate the designated work for functionality, technical feasibility, design efficiency and cost effectiveness.
 - 1.4 The Consultant shall perform a functional analysis to define the basic and secondary functions of the project. Both the cost and “worth” of each function shall be identified to determine areas of high cost and low worth in design, thus indicating those design features with the greatest potential cost savings.
 - 1.5 The Consultant shall provide on-going analysis of the constructability of designs during preliminary and final design stages. Analysis includes identification of practical methods of construction, construction staging and maintenance, protection of vehicular traffic, and maintenance and protection of pedestrian traffic. The Consultant shall also evaluate each stage for its feasibility and potential for acceptance by the Authority. A sketch shall be drawn up, the costs for both the original and the proposed scope-of-work shall be calculated, and the advantages and disadvantages of the alternative shall be listed. Standard references shall be used. Consultations shall be held with the Authority, if required, to ensure that the proposed changes are based on the best and most up-to-date information available.
 - 1.6 The Consultant shall analyze, review and validate designs, plans, cost information used for preparing construction estimates, schedules, specifications and bid documents for the purpose of achieving the required function or results consistent with the requirements for safety, performance, reliability, quality and maintainability.
 - 1.7 If and when the Consultant identifies any problems that may impact the bid documents, the Consultant shall recommend and prepare alternative bid documents to minimize or eliminate any negative impact/s on the proposed contract. Consultants’ review, analysis and recommendation shall be presented to the Authority before the project is put out for bids.
 - 1.8 The Consultant may be requested to provide general engineering and design services, as well as services to evaluate the condition of the Authority’s existing facilities.
 - 1.9 The Consultant should note that the above stated services are the Authority’s estimation of the kind of services to be performed under this Agreement and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final kind of services actually performed.
 - 1.10 Assignments under this contract are on a Request for Proposal (RFP) basis and must be in conformance with the procedure outlined in part 2.0 of this RFQ.
 - 1.11 RFP is defined as a written directive from the Authority to the Consultant to perform specific task/s as described in section 2.0 of this RFQ.

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- 1.12 The services of the Consultant shall be performed under the general direction of the Authority's Executive Director and Engineering department pursuant to the RFP/s and shall consist of all necessary and usual tasks specified in the RFP/s.
- 1.13 This RFQ provides that the Consultant selected because of this solicitation, employ qualified, competent, and experienced personnel to provide the required services and that these services be commensurate with (1) the prevalent methodologies used by consultants practicing within the subject area of work and (2) the magnitude and intricacy of the work under consideration.
- 1.14 The Consultant must accomplish these services fully so that it is not necessary for the Authority to provide personnel to the Consultant, except as noted. However, the Authority may review the work to verify accuracy and evaluate performance of the Consultant. Items of work stated in this RFQ are not comprehensive or exclusive; they are merely set forth as a general outline of the required work.
- 1.15 The Consultant shall utilize all relevant documents, as provided by the Authority, as the basis of any study to determine if any project is cost-effective or operationally effective.
- 1.16 If the Consultant feels that it is necessary to use additional methods, such as televising sanitary sewers or performing test pits to get information to be able to develop a detailed design, the Consultant will inform the Authority of this need and make a request, in writing, to the Authority's Executive Director. This request should include an estimate of the approximate cost related to the work.

2.0 PROJECT PROCEDURES

- 2.1 Task Assignment for the Authority
 - a. The Authority will designate a project contact (APC) to coordinate with the Consultant all aspects of the work and services necessary.
 - b. Prior to assigning a specific task, the Authority will provide an introductory overview of the project proposed for designed or reviewed. All available drawings and other applicable technical information will be available to the Consultant. It will be the Consultants responsibility to gather all pertinent information required for the project that was not provided by the Authority. Information provided would generally include, but is not necessarily limited to:
 - i) Drainage and Utility Information
 - ii) Right of Way information
 - iii) Safety and operation concerns
- 2.2 Task Assignment for the Consultant
 - a. Provide all necessary personnel, facilities and support to conduct engineering task assigned for projects identified by the Authority in accordance with

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applicable design standards, requirements or desires of the Authority as made known to the Consultant.

- b. Organize staff and facilitate project specific multi-disciplined teams using competent personnel experienced in engineering design, right-of-way, environmental or any other related fields.
- c. Present the team staffing in its entirety for review and approval by the Authority. All such submittals shall include a detailed description of work experience and credentials of each proposed team member. If the Authority does not feel that the personnel proposed is qualified to perform the tasks, the Consultant may submit alternate personnel or the Authority may reassign the project to an alternate Consultant.
- d. Provide an hourly rate schedule for the firm. All work performed for the Authority as part of this contract must be based on Company's Hourly Rate Schedule that is submitted as part of the RFQ
- e. Appoint someone (duly qualified as stated in section 2.4 of this RFQ) to serve as a Team Leader. The Team Leader's responsibility would generally include, but is not necessarily limited to; arranging meetings, delegating team assignments, coordinating with appropriate Authority staff, and insuring proper record keeping.
- f. Make provisions for sufficient facilities for team meetings and any other activities associated with conducting task assignment. If available, Authority facilities may be used.
- g. Agree that if your firm is not authorized to perform any required contract task that comprises activities that must be performed by an authorized professional engineering, architectural or land-surveying firm (as mandated by New Jersey State law) that such tasks will be performed by a sub-contractor so authorized. The Consultant will provide, upon request, proofs of authority for such firms as stipulated by New Jersey State law.
- h. The Consultant shall make provisions to meet and discuss findings and recommendations with the Authority and/or designated representatives. These meeting will be coordinated in such a way as to ensure that persons authorized to approve recommendations are present. The Consultant's team members shall give an oral presentation by outlining the details of the design and costs for any recommended alternative. The Consultant shall furnish two complete copies of all comments and recommendations to the Authority for review. This report shall include a brief project background and description, the scope and methodology of analyses, a summary of recommendations and details of each proposal with estimated costs and back-up documentation.
- i. Complete projects within a time frame jointly established by the Authority and the Consultant.
- j. Prepare progress reports showing the status of each project.

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- k. The Consultant shall prepare each report with two copies (more if requested) to the Authority for each selected project. The Consultant shall support recommendations with sufficient detail and calculations to allow the Authority to make a prudent decision of implementation.
- l. The Consultant shall submit, by the specified time, a proposal for the execution, cost, and scheduling of the proposed project to the Authority for review and approval.
- m. In the proposal, the Consultant shall provide its approach to conducting the required task/s, project-staffing table of personnel required to complete the tasks, an estimated budget for each task and a tentative schedule to completion.
- n. Only upon resolution by the Authority's commissioners and an executed contract, shall the Consultant begin work.
- o. The Consultant shall be compensated only for time expended in providing the required service. No charges will be reimbursed for the effort expended in preparation of a cost proposal or for any subsequent changes incurred in revising the cost proposal to meet Authority requirements.
- p. Once a task has been assigned, no scope change in any aspect of the task will be permitted without the approval of the Authority.
- q. The Consultant is cautioned that the Authority will not reimburse for work performed beyond the requirements of an approved scope of work.
- r. It is the responsibility of the Consultant to monitor continuously the task budget and schedule and to bring to the attention of the Authority (in writing) any difficulties that may be potentially encountered in meeting task requirements. The Authority shall inform the Consultant on what, if any, corrective action will be permitted.

2.3 Time and Staffing Requirements

- a. The Authority will assign work to the Consultant on a project basis as described in section 2.1 of this RFQ. Given that the technical contents of each project to be provided will differ, the staffing requirements will vary accordingly.
- b. The Consultant should be aware that more than one project assignment could be awarded during the same period and therefore, should ensure that they have sufficient staff.

2.4 Qualifications of Technical Personnel

- a. The Consultant shall propose an engineer to serve as project manager/facilitator. In addition, he/she must be licensed as a Professional Engineer in the state of New Jersey. The project manager/facilitator shall be responsible for administering this Agreement as well as conducting any service authorized by

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the Authority. This person shall serve as the main point of contact with the Authority.

- b. As requested by the Authority, the project manager/facilitator shall assemble the appropriate technical personnel to serve as team members. Resumes of all proposed team members must be submitted to the Authority for approval two weeks prior to proceeding with the relevant service.
- c. Team members should have the appropriate training in engineering and must have experience with projects similar in nature to the projects that they will work on.

2.5 Report Requirements

- a. Upon completion of each project, the Consultant shall submit a report detailing their findings and recommendations.
- b. For purposes of review by the Authority, Consultant shall submit relevant technical documents of each task to the designated APC. The Authority will define the submission and scheduling requirements for each task on an individual basis.
- c. The Consultant shall provide written review comments to the APC. This includes requests for additional information and requests to conduct further technical analysis in task related areas.
- d. The Consultant, as directed by the APC, shall meet with Authority personnel to resolve any outstanding issues. These meetings will be considered part of the project and no additional payment will be made for these meetings.
- e. The Consultant will be required to submit progress reports to the Authority on all assigned tasks. The scope or nature of a task may warrant frequent reporting, as directed by the Authority.

2.6 Consultant Invoices

- a. Requests for payment from the Consultant shall be submitted in the manner and format directed by the Authority.
- b. The Authority will provide the Consultant, at the initiation of the contract, a model invoice and voucher.
- c. The Authority requires invoices and vouchers to be submitted by the 20th of each month, and thirty calendar days to process an invoice from the day of receipt.
- d. The Consultant is responsible for managing sub-contractor invoices. This includes monitoring the general quality of these submissions and coordinating sub-contractor invoices with the Consultant's requests for payment. The Consultant is solely responsible for ensuring sub-contractor receive payment for services rendered.

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- e. Proper documentation must be submitted for all direct labor charges.
- f. For every contract, a specific budget will be allocated that will outline how expenses are to be managed. It is incumbent on the Consultant to monitor these budgets carefully. No deviations from an approved budget will be permitted without resolution and written approval from the Authority.
- g. All changes incurred under this contract are subject to approval by the Authority. The Authority, at its sole discretion, may require the Consultant to provide additional justification for questionable charges or may either adjust or delete such charges from a consultant's invoice.

2.7 Codes and Regulations

All design and/or design changes proposed by the Consultant shall comply with all applicable laws, codes, rules, and regulations including, but not limited to, the latest local zoning regulations, New Jersey State Department of Labor, the Americans with Disability Act, Environmental Protection Agency, ANSI/NFPA 70-National Electric Code (NEC), latest ACI Building Code Requirements for Reinforced Concrete, latest American Institute of Steel Construction Manual, regulations of the Lakewood Township Fire Department and the New Jersey State Uniform Fire Prevention and Building Code (Uniform Code). The New Jersey Building Code shall be considered in areas of fire protection, and followed if more stringent.

2.8 Requirements for Engineering Drawings

The Consultant shall provide as applicable, the Authority with two (2) set of plans generated by AutoCAD. The Consultant shall also provide to the Authority the CADD drawing files created in a readable drawing (*.dwg) file format. An ASCII text file shall be included with the CADD files displaying a drawing list. The CADD files shall be delivered on CD-ROM or approved equal. If drawings have been digitized or scanned from paper copies, they must be entered with full and complete dimensional accuracy.

2.9 Miscellaneous Requirements

- a. Meetings
Approved members of the Consultant's staff shall attend meetings of the Authority, as required.
- b. System of Measurement
Documents prepared by the Consultant shall conform to the same system of measurement utilized in design documents being value engineered.
- c. Project Document Format
All documents should reference the Authority's work order number, which will be provided at beginning of each project.

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- d. **Work Hours**
The Consultant shall coordinate their work at any work site with the project contact (APC) of that site. No work shall be performed at any site on a legal holiday observed by the Authority unless ordered or approved by the Authority.

- e. **Work Areas**
The Consultant shall limit their work to the areas necessary for the performance of such work. The Consultant shall not permit any object or pieces of equipment to lie unattended in areas outside the work zone at any time.

- f. **General**
The Consultant shall immediately inform the Authority of any unsafe condition/s discovered at any time during the course of their work.

APPENDIX A

SIGNATURE PAGE

Lakewood Township Municipal Utilities Authority
Lakewood Township, Ocean County, New Jersey

Engineering Consultant Services on an As-Needed Basis
To Perform Engineering Services

The undersigned Consultant, having examined these documents, and having full knowledge of the condition under which work described herein must be performed, hereby proposes to fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and to furnish all required products and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

Telephone Number: _____

Email Address: _____

Name of Authorized Representative: _____

Title: _____

Authorized Signature: _____

Date: _____

Any EXCEPTIONS OR DEVIATIONS to the terms and conditions of this Request for Proposal should be noted below, otherwise "No Exceptions" should be written. Please attach additional sheet(s) if required.

APPENDIX B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF _____ ss.:

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

I am _____ of _____ the company submitting the proposal for the above-named contract, and that I prepared the said proposal with full authority to do so; that said company 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 within Contract; and that all statements contained in said proposal 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 proposal and in the statements contained in this Affidavit in awarding the Contract.

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 established commercial or selling agencies maintained by bidder for the purpose of securing business.

For breach or violation of this warranty the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

(N.J.S.A. 52:34-15)

(Name of Pricipal)

Signature

Typed Name: _____

Typed Name of Company:

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Notary Public of

COMPANY INFORMATION FORM

IF A CORPORATION:

Name of Company: _____

Signature of Submitter: _____

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 Submitter: _____

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 Company 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 to Perform Professional Services for the _____
Lakewood Township Municipal Utilities Authority

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)

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection
of the bid or proposal**

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well _____ as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 20____.

(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**LAKWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/Offeror: _____

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/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 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: _____

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. 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 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.