

BID SPECIFICATIONS

FOR

15% Sodium Hypochlorite Solution - Bulk

FOR

**FLORENCE TOWNSHIP
DEPARTMENT OF WATER AND SEWER**

**NOTICE FOR BIDS
FLORENCE TOWNSHIP**

Notice is hereby given that sealed bids will be received by the Township of Florence for the following:

15% Sodium Hypochlorite Solution – Bulk

Bids will be received on the aforementioned item by the Township Clerk on Tuesday, May 3, 2016 at 10:30 AM.

Parties interested in bidding may obtain specifications from:

Township Clerk, Florence Township Municipal Complex, 711 Broad Street, Florence, New Jersey 08518 during the hours of 9:00 AM to 4:30 PM, Monday through Friday, or by calling the Township Clerk or Chief Financial Officer at (609) 499-2525 during the same hours.

All bidders must use the proposal forms supplied by the Township of Florence.

All bids will be addressed to the Township Clerk and enclosed in a sealed envelope bearing the name of the project bid on the outside of the sealed envelope. Each bid shall be accompanied by a Non-Collusion Affidavit and a certified check or bid bond for not less than 10% of the amount bid, but not to exceed \$20,000. A Stockholders Disclosure Certificate, Affirmative Action Certification and Disclosure of Investment Activities in Iran must also be submitted with the bid. All bids shall be received no later than the date and time specified.

Bidders are required to comply with the requirements of P.L. 1975 C.127, N.J.S.A. 10:5-31 et seq.

The successful bidder MUST file with the Township Clerk a copy of the Business Registration Certificate issued by the New Jersey Department of the Treasury. The Business Registration Certificate may, but is not required to be, filed with the bid submission, but it MUST be provided before the contract is awarded.

The award of a contract for the above work will be made at a regular meeting of the Mayor and Township Council. Further, Florence Township reserves the right to waive any defect or formality which the Township deems to be immaterial and reject or accept any of the proposals in accordance with the language contained in the bid specifications.

JOY M. WEILER
Township Clerk

INFORMATION FOR BIDDERS

INTERPRETATION OF CONTRACT DOCUMENTS

If the prospective bidder is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Chief Financial Officer a written request for an interpretation thereof. Any interpretation of the proposed documents will be made only by an addendum duly issued.

All items bid shall strictly comply with the specifications. Any deviation from these specifications shall be noted along with the approximate cost of the item which deviates from the specifications. Deviation from the specification may result in rejection of the bid.

Wherever alternates are called for to be bid upon in the proposal or wherever alternates are suggested by the bidder, the bidder shall submit a price on all such items requested or should mark next to the proposal the term N/A meaning Not Applicable. The governing body may consider the prices as alternates and award contracts according to the provisions of Contract Law (N.J.S.A. 40A:11-1 et.seq.).

PROPOSALS

All proposals are to be made on the forms herein provided.

Proposals must be signed and acknowledged by the bidder, in accordance with the directions in the proposal.

The prices bid shall cover all costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all things necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection herewith, all costs on account of loss by damage or destruction of the project, and any settlement expenses for unforeseen difficulties encountered for settlement damages, and for replacement of defective work and materials. The bidder shall not attach conditions, limitations or provision to his proposal.

Cost billed shall be cost to the Municipality at the delivery point within Florence Township. The delivery point shall be the Wastewater Treatment Facility for the Township of Florence at 1500 West Front Street, Florence, NJ 08518

DELIVERY OF BIDS

Each bid shall be placed in a sealed envelope endorsed and accompanied by the proper documents as called for in the NOTICE TO BIDDER. Proposals will be received until the hour and date set and must be by that time in the hands of the Township Clerk.

ACCEPTANCE OR REJECTION OF PROPOSAL

The Township reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected; any proposal having erasures or corrections in the price sheet may be rejected; any proposal which omits a bid on any one or multiple items in the price sheet may be rejected.

The Township reserves the right to reject any and all bids either in whole or in part and also to waive any defect or formality which the Township deems immaterial in any bid or bids so received.

AWARD OF CONTRACT

Except where the Township exercises the right reserved herein to reject any or all proposals, the contract will be awarded to the bidder who has submitted the lowest bid determined by the sum of the alternatives selected where applicable by the Township after opening of bids.

The award shall not be binding upon the Township until the contract has been executed by the Township, nor shall any work be performed on account of the proposed contract until the contract has been duly executed and delivered.

Pursuant to N.J.S.A. 40A:11-3b, the Township of Florence intends to execute a contract based upon conditions set forth herein, for a period of twenty-four (24) months from date of award of contract.

The municipality reserves the right to withhold the award of the contract pending a review of the bids for a period not to exceed sixty days. In the event that no contract is awarded within sixty (60) days, all bids shall be deemed rejected unless an extension of time is agreed to by the parties.

DELIVERY

Delivery is expected to commence immediately upon acceptance of the bid and notification contract award.

PAYMENT TO BIDDER

The bidder shall receive payment as per the executed contract within thirty (30) days from the delivery and final inspection and acceptance of the items bid upon. In the event that the items bid upon fail to conform to the contract, the bidder shall have thirty (30) days in which to cure the defect. In the event that said defect is not cured within thirty (30) days, the municipality shall have the right to reject acceptance or to cause the defect to be cured.

BRAND NAMES

Brand names and/or description used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standards described and must be fully compatible with existing township equipment and be of the same reputation for quality and workmanship. Variations between the materials specified and the materials offered at bid are to be fully explained by the bidder in an accompanying letter. In the absence of any changes noted in the bid document by the bidder, it will be presumed and required that materials, as set forth in the bid specifications, be delivered by the successful bidder.

AMERICAN GOODS AND PRODUCTS

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

INDEMNIFICATION AGAINST CLAIMS

The successful bidder shall indemnify and save the Township harmless from and against all suits, claims, actions or judgments for and injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials, furnished and delivered under the contract to be awarded here under or by on account of any act of omission or commission of any contractor, his, its or their agents or employees. In case any such action be brought against the Township, the contractor shall immediately take charge of and defend same at his, its, or their own cost and expense. The Township can, if it so desires, defend such actions and charge the expenses of same to the contractor.

CERTIFICATE OF INSURANCE

Each bid shall be accompanied by a Certificate of Insurance. The Certificate shall indicate the limits of coverage for general liability insurance and be approved by Florence Township. The minimum allowable limit shall be an aggregate of \$1,000,000.00.

STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of

Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

BID GUARANTEE PURSUANT TO N.J.S.A. 40A:11-21

Enclosed herewith is a certified check or cashier's check or Bid Bond made payable to the Township of Florence in the amount of \$_____ representing 10% of the amount bid, for providing up to 60,000 gallons of 15% Sodium Hypochlorite Solution (delivered in bulk), for a period of two years, as guarantee of acceptance in the event the Township of Florence accepts this bid. If the 10% Bid Bond exceeds \$20,000, then the bidder must only submit a maximum Bid Bond of \$20,000.

The Township of Florence reserves the right to reject any and all bids either in whole or in part and also to waive any informality in any bid or bids so received.

Signed this _____ day of _____, 20_____

By: _____

Title _____

Official Address: _____

_____ Tel. # _____

(File: Proposal)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

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:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership
Partnership

Limited Liability Corporation

Limited Liability

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)

NON-COLLUSION AFFIDAVIT

STATE OF _____ }

COUNTY OF _____ } ss:

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Florence Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal 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 bonafide employees or bonafide established commercial or selling agencies maintained by the _____.

(Name of Firm or Individual)

(Title)

(Signature)

(Date)

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

Notary Public of

My Commission expires _____, 20_____.

**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: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offerer: _____

PART 1: CERTIFICATION

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates had engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Florence under penalty of perjury. 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 proposer, or one if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

IF YOU NEED TO MAKE ADDITIONAL ENTRIES, COPY AND ADD ADDITIONAL PAGES AS NECESSARY.

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

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(CONTINUED)**

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

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the forgoing 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 Township of Florence 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 Township to notify the Township 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 Township of Florence and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____ Signature: _____

Title: _____ Date: _____

Title:

Address: _____

Telephone #

Fax #

BIDDER'S CHECK LIST

General information and specific requirements were requested throughout the specification. As a reminder to include all information, the following checklist must be initialed and signed off as being included in the submitted proposal. The required information is as follows:

<u>Document</u>	<u>Bidder's Initials</u>
1. Completed Bid Proposal Form	_____
2. Shipping labels, MSDS sheets attached.	_____
3. References - Three (3) must be provided.	_____
4. Certificate of Insurance (vehicles, general liability, workers comp) naming Florence Township as additionally insured.	_____
5. YES' / 'NO' lines Responded To Throughout document.	_____
6. Bid Guarantee (Bid Bond or Certified Check)	_____
7. Non-Collusion Affidavit	_____
8. Stockholders Disclosure Statement	_____
9. Affirmative Action Compliance Form	_____
10. Disclosure of Investment Activities in Iran	_____
11. NJ Business Registration Certificate	_____

NOTE: FAILURE TO INCLUDE ANY OF THE ABOVE INFORMATION OR SAMPLES
MAY RESULT IN REJECTION OF THE BIDDER'S PROPOSAL!

PROJECT TITLE:

15% Sodium Hypochlorite Solution - Bulk

Bids to be accepted on Tuesday, May 3, 2016 at 10:30 AM.

SPECIFICATIONS SECTION

All sections must be completed by bidder. *Italics* questions at the end of each specification/statement must be answered based upon compliance with that section. Failure to answer the *yes/no compliance* question may be cause for bid elimination.

SPECIFICATIONS

15% Sodium Hypochlorite Solution.

All material shall be new and not reclaimed or re-used from other sources. The materials and submittals shall include a shipping label, MSDS sheets and any other identification placarding or reporting that may be required by law. The Township of Florence will award the bid based on the lowest responsible bidder that meets the performance criteria and compliance criteria. The Township of Florence will judge all materials fairly and accordingly and is not responsible for any misinterpretation of the bid by the vendor or any errors in publication.

BIDDER

COMPLIANCE

YES NO

- | | | |
|--|-------|-------|
| 1. 15% Sodium Hypochlorite Solution (Minimum 12.5% by weight)
<i>(Solution will be periodically tested by Florence Township)</i> | _____ | _____ |
| 2. Material must comply with AWWA B300-87 | _____ | _____ |
| 3. Deliverable in 100 – 600 gallon quantities. | _____ | _____ |
| 4. Automatic weekly “top-off” at the Sewer Treatment Plant and the
Water Plant between the hours of 8:00 AM and 2:30 PM weekdays. | _____ | _____ |
| 5. Can bidder provide quantity delivery data based upon metered flow? | _____ | _____ |
| 6. Delivery vehicle must be properly registered and capable of delivery
of material being bid. | _____ | _____ |
| 7. Delivery tank and dispensing mechanism must be baffled and
arranged such that tanks are not open to outside atmosphere.
Vehicle and facilities must be suitably designed for the purpose of
delivering corrosive liquids. | _____ | _____ |
| 8. No errant material shall be left on-site following delivery. All
hoses and fittings shall be evacuated of sodium hypochlorite before | | |

disconnection from the containing vessels.

9. Emergency deliveries shall be accommodated within a 24-hour period.

10. Drivers must utilize proper Personal Protective Equipment (PPE) and have emergency stop procedures in-place to deliver the material safely.

ATTACHMENTS

EXHIBIT A

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.**

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

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

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

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

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