



1551 Highway 88 West \* Brick, New Jersey 08724-2399  
732-458-7000 \* FAX 732-458-8203  
[www.brickmua.com](http://www.brickmua.com)

## **BRICK TOWNSHIP MUA - RFP**

Request for Proposals for:

### **Laboratory Analytical Service for Per- and Polyfluorinated Substances (PFAS)**

The Brick Township Municipal Utilities Authority (Brick Utilities) is soliciting a Request for Proposal (RFP) pursuant to the provisions of N.J.S.A. 19:44A-20.5 et. seq. (New Jersey Pay to Play Law). It is the intent of Brick Utilities to award a contract for **Laboratory Analytical Services for Per and Polyfluorinated Substances (PFAS)** under a "fair and open process. Interested parties may submit a proposal for the aforementioned Laboratory Analytical Services contract to Brick Utilities.

Proposals will be received at:

The Brick Township Municipal Utilities Authority

1551 Highway 88 West, Brick, N.J. 08724

until **10:00 am**, Prevailing Time

On: **Wednesday, March 20, 2024**

Attention: **Robert Bowers, QPA**

**PLEASE READ ALL THE MATERIAL INCLUDED IN THIS PROPOSAL PACKAGE**

**FILL IN ALL FORMS COMPLETELY AND PROVIDE ALL PAPERWORK REQUESTED**

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL DOCUMENT SUBMISSION CHECKLIST**

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

Checkmarks require submission with proposal.

Bidder's Initials

<b>X</b>	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. To be provided <u>in addition</u> to Stockholders Disclosure Form noted below. <b>See item 27</b>	
<b>X</b>	Submission of Stockholders Disclosure Form. <b>See item 28 &amp; page 7</b>	
<b>X</b>	Submission of Affirmative Action Evidence. <b>See item 29 &amp; pages 8 &amp; 9</b> Letter of Federal Approval <b>or</b> Certificate of Employee Information Report, <b>or</b> completed Form AA302 (available from the Authority)	
<b>X</b>	Submission of New Jersey Anti-Discrimination form. <b>See item 30 &amp; page 10</b>	
<b>X</b>	Submission of Americans with Disabilities Act form. <b>See item 31 &amp; page 11</b>	
<b>X</b>	Submission of Disclosure of Investment Activities in Iran Form. <b>See page 12</b>	
<b>X</b>	Submission of Certification of Non-Involvement in Russia or Belarus Form. <b>See page 13</b>	
<b>X</b>	Submission of Copy of Business Registration Certificate issued by the New Jersey Department of Treasury. <b>See page 14</b>	
<b>X</b>	Submission of Fully Executed Proposal & Submission of any Exceptions to Specification Sheet along with all available information. <b>See items A through G, pages 22-27</b>	

Failure to submit the following documents may be a cause for the proposal to be rejected. (N.J.S.A. 40A:11-23.1b) Bidder's Initials

<b>X</b>	Submission of Non-Collusion Affidavit (must be notarized). <b>See page 15</b>	
<b>x</b>	Submission of Affidavit regarding State Treasurer's list of debarred, suspended, and disqualified bidders. <b>See page 16</b>	
<b>X</b>	Submission of Agreement of Surety in the form attached as part of the bid specifications. <b>See item 32 and page 17</b>	
<b>X</b>	A Bid Guarantee, Bid Bond or Certified Check or Cashier's Check. <b>See item 32, page 18</b>	
<b>X</b>	Submission of Certificate of Insurance. <b>See item 33</b>	
<b>X</b>	Electronic Submission of Political Contribution Disclosure Form. <b>See item 34</b>	
<b>X</b>	Submission of a W-9. <b>See page 19</b>	
<b>X</b>	BTMUA Terms and Condition Form Signed. <b>See page 20</b>	
<b>X</b>	If applicable, vendor's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or RFP document. <b>See item 12 &amp; page 21</b>	
<b>X</b>	All forms signed, certified and notarized as required.	

**The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.**

Name of Company: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **1. QUALIFICATIONS OF BIDDERS:**

The Brick Township Municipal Utilities Authority (hereinafter "BTMUA" or "Authority") may make such investigation deemed necessary to determine the ability of the bidder to furnish and guarantee the delivery of the items specified and the vendor shall furnish to the BTMUA all such information and data for this proposal as the BTMUA may request. The BTMUA reserves the right to reject any bid if the evidence submitted by or investigation of such vendor fails to satisfy the BTMUA that such vendor is properly qualified to carry out the requirements of these specifications.

### **2. PREPARATION OF BIDS:**

All proposals shall be submitted in sealed envelopes addressed to the Qualified Purchasing Agent, Brick Township Municipal Utilities Authority, 1551 Highway 88 West, Brick, New Jersey 08724 and marked CONFIDENTIAL WITH RFP NAME ON THE ENVELOPE. Each proposal must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Proposals received after the hour herein named or in unsealed envelope not marked or marked "confidential" or without the vendor's name on the outside thereof, may not be considered. The BTMUA will not be responsible for proposals forwarded through the US. Mail, FEDEX, UPS, etc. if lost in transit at any time before bid opening or received after bid opening.

Each proposal must be submitted on the prescribed form. All proposal prices must be in ink or typewritten. Bidders shall not remove and submit the proposal pages separate from the volume of Contract Documents, including all pages correctly assembled. All exceptions must be listed on a separate page and explained. If no exceptions are taken then the vendor must supply the item(s) as specified.

### **3. OBLIGATION OF PROPOSERS:**

Each vendor will be presumed to have read and to be thoroughly familiar with the Contract Documents, including all Addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to his proposal.

### **4. COMPLIANCE TO MINIMUM PROPOSAL REQUIREMENTS:**

All vendors must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an "equivalent" product to what is specified in these RFP documents and wishes the equipment they propose to be considered as an "approved equal", they must answer all compliance questions in full.

### **5. MODIFICATIONS OF PROPOSAL:**

Any vendor may modify their proposal by registered mail. Proposals may not be modified within 24 hours of the stipulation of time advertised.

### **6. MULTIPLE PROPOSALS:**

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

### **7. INFORMAL PROPOSALS:**

The BTMUA may reject as informal, proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind, or the BTMUA may waive such informalities.

### **8. WITHDRAWAL OF PROPOSALS:**

Upon proper request and identification, proposals may be withdrawn at any time prior to the designated time advertised. No proposal may be withdrawn within 30 days after the actual date of the bid opening.

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **9. REJECTION OF PROPOSALS:**

The BTMUA reserves the right to reject any or all proposals, or to waive immaterial defect or informality in any proposal, if deemed in the best interest of the BTMUA. proposals are cautioned to examine all attached documents carefully and to execute and sign the proposal, non-collusion affidavit, disclosure of ownership, affirmative action form, anti-discrimination form, Americans with Disabilities form and comply with surety requirements, if applicable. All information listed on the proposal checklist must be submitted with the package. The BTMUA may consider informal, any proposal not prepared and submitted in accordance with the provisions hereof.

### **10. PRICES:**

The net unit price and extension of each article which the vendor agrees to furnish must be written in ink or typewritten in blank space provided for it, opposite the name of the item for which the price is given. NET UNIT PRICES MUST BE GIVEN. Extend the total price. Prices must include delivery to the Authority's point. Exception: Where price is given F.O.B. shipping point, this must be stated. Failure to do this will be interpreted to mean delivered to the BTMUA's point for the price stated. All additional charges and taxes, including consumer's taxes, which are to be paid under existing and future laws, must be paid by the vendor without any right of reimbursement from the BTMUA. The vendor is required to provide any tax exemption certificates or blanks that may be necessary.

### **11. ERRORS IN PROPOSALS:**

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

No remedy provided within the terms of the contract and specifications shall be deemed to preclude the BTMUA from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

### **12. ADDENDA AND INTERPRETATIONS:**

No interpretations of the meaning of the specifications of other contract documents will be made to any vendor orally. Every request for such interpretation should be in writing, addressed to the Qualified Purchasing Agent, 1551 Highway 88 West, Brick, New Jersey 08724, and to be given consideration must be received at least five (5) days prior to the date fixed in the advertisement. Any and all interpretations and any supplemental instructions will be in the form of written documents, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed in the advertisement. Failure of any vendors to receive any such addendum or interpretation shall not relieve any vendor from any obligation under this RFP as submitted. All addenda so issued shall become part of the contract documents. The BTMUA is not responsible for any misinterpretation by the vendor. The vendor cannot assume anything pertaining to the specs or the item(s) they intend to propose.

**IN ADDITION**, vendor shall submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note - this full and detailed written comparison of every item must be included with proposal or the proposal will be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with vendor's proposal. If applicable, a local demonstration of all proposed equipment shall be performed promptly if requested.

### **13. APPROVAL AND INTERPRETATION:**

All items must be in strict accordance with the specifications and accepted proposal and will be subjected to the approval of the Qualified Purchasing Agent. Should any dispute arise respecting the true construction and meaning of these specifications, same shall be decided by the above person, as the accredited representative of the BTMUA and his/her decision shall be final and conclusive. Each vendor must be known to be engaged in the business and well qualified to carry out the contract, and satisfactory testimonials to that effect must be furnished, if required.

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **14. SELECTION OF QUALIFIED PROPOSAL:**

All proposals submitted by the due date to the contact person named herein will be evaluated by the BTMUA and selected on the basis of quality of the proposal, timetable proposed, and the experience and credentials of the firm, individual or institution responding. The proposal selected by the governing body will be subject to the acceptance of a mutually agreeable contract.

### **15. TIE BETWEEN PROPOSALS:**

Pursuant to N.J.S.A. 40A:11-6.1, in the event of a tie between the proposals, the BTMUA may award the contract to the vendor whose response, in the discretion of the BTMUA, is the most advantageous.

### **16. TIME TO AWARD CONTRACT:**

The BTMUA shall have sixty (60) days from the receipt of proposals to either accept or reject any or all proposals and a reasonable time thereafter in the event of any special circumstances or conditions requiring same. The BTMUA reserves the right to award items separately or in total. All security delivered with the proposals, except the check or bond of the accepted proposal shall be returned within ten (10) working days thereafter. Within three (3) days, Sundays and holidays excluded, after the awarding and signing of the contract, the vendor security of the remaining unsuccessful proposals shall be returned to them.

### **17. EXECUTION OF CONTRACTS:**

The successful vendor shall enter into a written contract with the Authority for the faithful performance of his proposal.

### **18. LENGTH OF CONTRACT:**

The term of this Contract shall be for two years or 24 consecutive months from the date specified on the day of the award. Prices proposed shall remain in effect during the entirety of the contract and apply to any supplemental orders for like items approved by the Authority. Vendors must include a letter explaining any deviation from this requirement in with the proposal package at the time of submission.

### **19. SUBCONTRACTS:**

The Brick Township Municipal Utilities Authority will recognize only the successful vendor for the proper execution of the entire work under this contract. No subcontractor shall be allowed to perform any work without the express permission of the Authority.

### **20. DELIVERY:**

Items will be ordered by Authority personnel. **Item(s) are to be delivered to the BTMUA, as noted for all Item(s) on proposed within specification and proposal page(s).** A Purchase Order will be supplied to the vendor at time of order and/or procurement.

Every vendor is requested to make a statement with his proposal covering this stipulation, naming any exception or qualification, and failure to make this statement will be interpreted to mean that the stipulation is accepted as stated.

**All deliveries to the BTMUA shall be made between the hours of 8:30 a.m. and 3:30 p.m., Monday-Friday.**

**Weekend or Holiday deliveries are not acceptable.**

If the person or firm to whom an award is made fails to furnish the items as specified, the Authority may cancel the order and may deduct and retain out of the monies due, or which may become due, to such person or firm from the Authority such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Authority may or shall be obliged to pay to procure such supplies from other parties. Surety or bonds may also be used.

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **21. QUALITY:**

All item(s) quoted must conform to description and specifications as they appear on the proposal and/or specification page(s) attached by the BTMUA. Manufacturer's or distributor's catalog or model numbers that have been referred to for the purpose of establishing the style and quality of the items which the BTMUA will accept. Vendors may quote on items equally good, BUT vendors shall insert the catalog and/or model number of the items for which they are quoting in the appropriate column on the quotation form. Each person or firm submitting quotations shall submit catalogs, brochures, technical data and/or other pertinent data which clearly describes the items quoted to evaluate compliance with the specifications. All exceptions must be noted and placed in writing on the exception list form and/or on a separate sheet attached to the exceptions list form if needed.

### **22. QUANTITY REQUIREMENTS:**

The Authority's requirements are based on future projections and usage data for the length of the contract. The quantity listed is an estimate only, and the Authority does not guarantee to purchase any definite quantity. The amount purchased, however, shall be all of the Authority's requirements during the term of the contract, whether it be more or less than the estimate.

### **23. DOMESTIC PRODUCTS:**

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.R.S. 40A:11-18. Preference will be given to products made or manufactured in the U.S.A. If applicable, a certificate of origin will be provided upon delivery.

### **24. ESCALATOR CLAUSES:**

Proposals which contain escalator clauses will not be considered except on fuel oil or gasoline. If vendor cannot guarantee price quoted or cannot deliver the item quoted on within 180 days from the date of order, he must not quote the item.

### **25. PAYMENT:**

The terms of payment, under which proposals are solicited and to which all vendors offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order, and necessary action by the BTMUA. The contractor will not have the privilege for partial payments of account. Billings are to be made for complete orders only, and the BTMUA will not clear invoices covering parts of orders. Orders must be completed in their entirety before payment is made.

### **26. INDEMNIFICATION AGAINST CLAIMS:**

The successful vendor shall indemnify and save harmless the BTMUA, the BTMUA's agents, and the BTMUA's employees, from and against all losses, suits, claims, actions, demands, payments, recoveries, and judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials or items furnished or delivered under the contract to be awarded here under or by or on account of any act of omission of any contractor, his, it's or their agents or employees and in case any such action be brought against the BTMUA the contractor shall immediately take charge and defend same at his, it's or their own cost and expense. The BTMUA may, if it so desires, defend such action and charge the expense of same to the contractor.

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **27. STATEMENT OF CORPORATE OWNERSHIP:**

All corporations must attach to their proposal a statement on their company letterhead, confirming the company is a corporation and setting forth the names and addresses of all owners of the corporation.

### **28. STOCKHOLDERS DISCLOSURE:**

All corporations or partnerships must attach to their proposal a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding 10% ownership criteria has been listed. See Stockholders Disclosure Form attached.

### **29. AFFIRMATIVE ACTION REQUIREMENTS:**

Vendors are required to comply with the Affirmative Action Requirements of PL. 1975, C. 127 (N.J.A.C. 17). All successful vendors must submit the required **Affirmative Action Evidence** as set forth on the attached Affirmative Action Requirements.

### **30. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS:**

Vendors are required to comply with the New Jersey Anti-Discrimination Provisions of N.J.S.A. 10:2-1 et seq.

### **31. AMERICANS WITH DISABILITIES ACT:**

Vendors are required to comply with the Americans with Disabilities Act of 1990.

### **32. SURETY:**

Each proposal must be accompanied by a certified check, cashier's check, or bid bond issued by a surety company licensed to do business in New Jersey, in the amount of 10% of the total amount of the proposal, but not in excess of \$20,000.

Where a bond is submitted, **the surety company shall submit an Agreement of Surety in substantially the form attached hereto or the proposal may be rejected**, power of attorney, and statement of financial condition must accompany same. Where one or more price or alternate price is offered, the deposit is based on the extension of the highest price or alternate price. This deposit shall be deemed a guarantee that the bidder will enter into a contract to deliver awarded items if his proposal is accepted. Such check or bonds will be returned to all except the successful vendor promptly following awards. All awards are based on the provision that such proposals do not exceed the funds available. If required, the successful vendor will supply a completion bond.

### **33. INSURANCE:**

The successful vendor cannot commence work under the terms of the specifications until they has furnished certificates of insurance to the BTMUA showing that he has contractor's public liability and workers compensation insurance to protect himself and the BTMUA. Therefore, **a certificate of insurance naming the Brick Township Municipal Utilities Authority as additional insured must be provided with the bid submittal**. The limits of bodily injury and property damage shall be in sufficient amounts to totally indemnify and save harmless the BTMUA. The certificate of insurance shall contain a ten-day cancellation clause with written notice by the insurance company to the BTMUA.

### **34. PAY-TO-PLAY:** Please go to the ELEC state website: <https://www.elec.nj.gov/pay2play/p2p.html> for details on the NJ Pay-To-Play laws, forms can be filed online. Please print the form filed and attach it in the proposal package.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**STOCKHOLDERS DISCLOSURE FORM**

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

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

City and State: \_\_\_\_\_ Zip: \_\_\_\_\_

In the spaces provided, list the name and address of all owners, partners, directors, officers, and indirect owners owning 10% or more interest in the vendor's firm. If corporate owner, list in the spaces provided stockholders, or owners, whose ownership through the corporation is 10% or more of the vendor's firm, complete affidavit at bottom of this form. If this has already been submitted to the Brick Township Municipal Utilities Authority, use the form for any changes and complete the affidavit.

<u>Name</u>	<u>Address</u>	<u>City/State/ Zip</u>
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<u>Percent Owned</u>		
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President or President of Firm:

\_\_\_\_\_

(Type or Print Name and Phone Number)

**AFFIDAVIT**

I CERTIFY THAT:

\_\_\_\_\_ List of stockholder's names and addresses has been submitted to the Brick Township Municipal Utilities Authority and it is current and correct to the best of my knowledge with the exceptions as listed above.

\_\_\_\_\_ List of stockholders above is current and correct to the best of my knowledge.

\_\_\_\_\_ There are no stockholders holding 10% or more in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative: \_\_\_\_\_

Type or Print Name and Title: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

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



**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

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

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

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

A. Procurement, Professional & Services Contracts

All successful vendors must submit within three days of the notice of intent to award or the signing of the contract, one of the following documents to the Authority.

Failure to submit one of the following will result in the contractor's bid being rejected as non-responsive.

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report.
3. If the contractor cannot present (1) or (2), the contractor is required to submit a completed Employees Information Report Form AA-302. This form will be made available to contractors by the Brick Township Municipal Utilities Authority, if required.

Name of Company: \_\_\_\_\_

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

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Company: \_\_\_\_\_

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

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

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Company: \_\_\_\_\_

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

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



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

### CHECK THE APPROPRIATE BOX

☐

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.


*(Attach Additional Sheets If Necessary.)*

--

Signature of Vendor's Authorized Representative

--

Print Name and Title of Vendor's Authorized Representative

--

Vendor's Name

--

Vendor's Address (Street Address)

--

Vendor's Address (City/State/Zip Code)

--

Date

--

Vendor's FEIN

--

Vendor's Phone Number

--

Vendor's Fax Number

--

Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATION**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS**

**N.J.S.A. 52:32-44 (P.L. 2004, c.57)**

(Assembly No. 3130 signed into law 6/29/04, Chapter 57 Law of 2004)

This law requires all businesses to register with the NJ Division of Revenue and receive a Business Registration Certificate that must be provided to all local units of government you transact with. This law came into effect September 1, 2004.

The law provides in part that:

- A. A copy of the NJ Business Registration Certificate, issued by the New Jersey Department of the Treasury, shall be submitted to the Local Unit of Government **before** any Purchase Order or other contracting document can be issued.
- B. A copy of the Business Registration Certificate shall be provided at the time any bid or request for proposal is submitted. In a bid situation failure to do so is a **fatal** defect and cannot be cured.
- C. Contractors are responsible for notifying any subcontractors of this requirement.
- D. This law applies to all vendors, in state and out of state.

The Business Registration Certificate can be obtained by contacting the below referenced number:

Division of Revenue, Business Registration Certificate

To obtain a NJ BRC, call (609) 292-9292 or (609) 292-1730 or log onto [www.nj.gov/njbgs](http://www.nj.gov/njbgs) in order to comply with this requirement. The staff at the Division of Revenue office should be able to answer any questions you may have regarding this legislation. Thank you for your time.

\*\*\*\*\*

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_, 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

\_\_\_\_\_

the firm making the **proposal** and that I executed said proposal with full authority to do so and that said proposal has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with the above-named contract; and that all statements contained in said proposal and in this affidavit are true and correct and made with full knowledge that The Brick Township Municipal Utilities Authority relies upon the truth of the statements contained in said proposal and in statements contained in this affidavit in awarding the above-named 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 or a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by

\_\_\_\_\_ (N.J.S.A. 52:3415)  
(Name of Company)

BY \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

Subscribed and sworn to before me

this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of New Jersey



**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED & DISQUALIFIED BIDDERS**

The Contractor shall submit with his proposal a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the proposal, included on the State Treasurer's List of Debarred, Suspended, or Disqualified vendors. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

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

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 \_\_\_\_\_, an officer of the firm of \_\_\_\_\_, the person making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified vendor; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that The Brick Township Municipal Utilities Authority shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the proposal as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Insert Name and Title of Affiant)

\_\_\_\_\_  
(Insert Name and Address of Contractor)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**AGREEMENT OF SURETY**

The \_\_\_\_\_, a corporation created and existing under the laws of the State of \_\_\_\_\_ whose principal office is in \_\_\_\_\_ and is duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby undertakes that if the accompanying proposal of \_\_\_\_\_ (hereinafter called the contractor) dated \_\_\_\_\_ for \_\_\_\_\_

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said contractor shall, within ten (10) days after notice of the award of contract, enter into a contract with The Brick Township Municipal Utilities Authority (hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Contractor to enter into such contract and give such bond, the Surety will pay the Obligee the difference between the amount specified in said proposal and the amount for which the Obligee may contract with another party to perform the work covered by said proposal, if the latter amount be in excess of the former.

Provided and subject to condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said proposal of the Principal by the Obligee.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Attest:

\_\_\_\_\_ BY: \_\_\_\_\_

(Affix seal here)

\_\_\_\_\_  
(Typed name and title)

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**GUARANTEE**

This Proposal is accompanied by a security in accordance with the conditions stated in the proposal documents.  
The security is in the form of:

A. Surety/Bond \_\_\_\_\_

B. Certified/Treasurer's check \_\_\_\_\_

The amount of (written) \_\_\_\_\_

(\$\_\_\_\_\_) (numerical)

Payable to: Brick Township MUA

The Proposer hereby agrees that if this Proposal shall be accepted by the Owner and the proposer shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the proposer shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to an retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the proposer to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the proposer is:

An individual\_\_\_\_\_

A Partnership\_\_\_\_\_

A Corporation\_\_\_\_\_

of \_\_\_\_\_ having principal

offices at \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

### **Brick Township MUA Terms & Conditions**

Please be advised that the Brick Twp. MUA is a local government agency and cannot guarantee terms of Net 30 days from date of invoice or pay late fees or finance charges. Following are terms and conditions of our purchase and payment policy:

- All shipments shall be made to Brick Utilities, 1551 Highway 88 West, Brick, NJ 08724.
- Deliveries to our warehouse are accepted Monday through Friday, 8:30 AM to 4:00 PM.
- Shipments are not to be made "C.O.D."
- Transportation is to be included on all quotes and invoices, unless otherwise agreed.
- Enclose packing slip with each shipment.
- The Authority retains the right to cancel an order if reasonable shipment cannot be made.
- The MUA utilizes a Purchase Order & Vouchering system. Once an order has been entered into our system and approved, Purchase Order and Voucher forms are printed and emailed or mailed to the vendor.
- All payments are made by check and require the return of signed vouchers by the vendor. Vouchers and the vendor invoice must be received by the 10<sup>th</sup> of the month to be eligible for payment that month following Approval by the Board of Commissioners at the regular monthly meeting, held on the last Thursday of each month.
- We require that purchase orders are completed in full before processing payment.
- The MUA requires all vendors to complete IRS Form W-9 to establish a vendor account number. At your request, a blank form can be provided to you for completion and return upon acceptance of these terms.
- Upon acceptance of the terms above, The MUA requires submittal of a NJ Business Registration Form from vendors with whom purchases are expected to reach or exceed \$6,600.00, or 15% of our bid threshold in the current year. Information on how to obtain this will be forwarded upon your request.
- Should you require, the MUA will provide credit references and/or our Tax Form W-9 upon request.
- Please be advised that the Brick Twp. MUA is a local government agency and not subject to sales tax.
- If you require a copy of Form ST-4, or any other additional information, please email your request to [dcurcio@brickmua.com](mailto:dcurcio@brickmua.com) or contact Deanna Curcio at extension 4227.

BY SIGNING BELOW THE VENDOR AGREES TO THE TERMS AND CONDITIONS AS OUTLINED ABOVE.

---

Company Name

---

Date

---

Vendor Signature

---

Printed Name

---

Title

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda(s) were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Company )

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

## **BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

### **A. SCOPE OF WORK**

Brick MUA is issuing this Request for Proposal (RFP) to NJ State Certified Analytical Laboratories for laboratory services. The laboratory will analyze samples for PFAS compounds. It is estimated Brick MUA may require as many as 300 to 500 samples per calendar year although the actual number of samples will be based on the needs of Brick MUA. As directed by the Brick MUA, the laboratory will utilize EPA Method 533 and/or 537.1 for PFAS analysis. **The laboratory analysis must have a method reporting level (MRL) less than or equal to 2 ng/L for each analyte.** The laboratory will provide all materials including coolers, prepaid shipping labels, and sample bottles. Sample bottles provided by the laboratory will be preserved, buffered, and dechlorinated in accordance with method requirements (Ammonium Acetate for EPA method 533, and Trizma for EPA method 537.1).

The laboratory will provide a full analytical report including the suite of compounds identified in the method. If applicable and required by regulations, and as directed by Brick MUA, the laboratory will enter analytical results into NJDEP's E2 system within 10 days of the following quarter.

All samples sent to the laboratory will be analyzed for the suite of compounds included in the approved analytical method (EPA method 533 and/or EPA method 537.1).

The laboratory analyzing the PFAS compounds must be certified by the New Jersey Department of Environmental Protection (NJDEP) Office of Quality Assurance (OQA) for the analysis of PFAS using EPA method 533 and/or EPA method 537.1.

All necessary supplies including sample bottles, coolers, and other materials will be delivered to the Brick MUA within 7 calendar days of Brick MUA placing a material order. Samples will be returned to the laboratory by an overnight courier using a cooler and prepaid postage provided by the laboratory and should follow instructions based on shipping provider's requirements. Where necessary, samples will be delivered to the laboratory by an employee of Brick MUA. Samples will be analyzed within sample hold times as required by EPA method 533 and/or EPA method 537.1 but no later than 3 weeks from sample collection. An analytical report will be received by Brick MUA within 7 calendar days of sample analysis.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**B. QUALIFICATIONS**

The following information should be submitted with the proposal:

Documentation verifying that the laboratory is certified by the New Jersey Department of Environmental Protection (NJDEP) Office of Quality Assurance (OQA) for the analysis of PFAS using EPA method 537.1 or an approved equal.

**C. INSURANCE**

For these services your firm will be required to secure and maintain, for the term of the contract, such insurance as will protect it, Brick Utilities as follows:

1. Claims under the Worker's Compensation Act.  
Public liability covering bodily injury for each person in the amount of \$1,000,000; each occurrence in the amount of \$3,000,000; and property damage for each person in the amount of \$1,000,000; each occurrence in the amount of \$3,000,000.  
Auto insurance covering bodily injury for each person in the amount of \$1,000,000; each occurrence in the amount of \$1,000,000; and property damage for each person in the amount of \$1,000,000; each occurrence in the amount of \$1,000,000.  
The consultant will be required to secure and continuously maintain, during the term of the contract, professional liability insurance which will protect him in the minimum amount of \$1,000,000.



**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**D. AFFIRMATIVE ACTION REQUIREMENTS**

During the performance of this contract, the consultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth provisions of this nondiscrimination clause.

The consultant, 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, sex, affectional or sexual orientation.

The consultant, 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 consultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 27, as amended and supplemented from time to time and the Americans with Disabilities Act.

The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The consultant agrees to inform in writing appropriate recruitment agencies in the area, including 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, 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 consultant 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The consultant 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The consultant shall furnish such reports or other documents to the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PROPOSAL SPECIFICATIONS**

**E. PAYMENTS**

Payment for this project will be made on a per sample basis. It is estimated that the BTMUA will require the analysis of approximately 400 PFAS samples with a minimum of 8 samples per bottle order during the duration of this contract. The laboratory must provide a cost per sample. That cost per sample should be all inclusive of costs and materials to perform the above scope of work including but not limited to analytical services, report preparation, supplies, materials and shipping.

**F. TIME FOR COMPLETION OF WORK**

All necessary supplies including sample bottles, coolers, and other materials will be delivered to the Brick MUA within 7 calendar days of Brick MUA placing a material order. Samples will be returned to the laboratory by an overnight courier using a cooler and prepaid postage provided by the laboratory and should follow instructions based on shipping providers requirements. Samples will be analyzed within sample hold times as required by EPA Method 537.1 or an approved equal method but no later than 2 weeks from sample collection. An analytical report will be received by Brick MUA within 7 calendar days of sample analysis.

**G. DUE DATE FOR REQUEST FOR PROPOSAL**

There will be no pre-proposal meeting held for this project. All questions and comments shall be directed to Joseph Maggio, PE Director of Water Quality, via telephone at (732) 701-4233 or e-mail at [jmaggio@brickmua.com](mailto:jmaggio@brickmua.com).

***Please submit two (2) copies of the proposal for this work to Robert Bowers, QPA, no later than 10:00 a.m. on March 20, 2024 at 1551 Highway 88 West, Brick, New Jersey 08724.***

**BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY PFAS PROPOSAL**

**PFAS PROPOSAL**

The undersigned hereby proposes to that all the items specified within the proposal for which prices are herewith given, in strict accordance with these specifications, and hereby accepts the foregoing conditions under which this contract is to be awarded and agrees to be bound thereby.

The prices quoted must include all charges and expenses for furnishing and delivering all items in the manner and under the conditions specified, except where otherwise stated.

The undersigned hereby declares that this proposer is the only person interested in this proposal, and that no other person than herein named has any interest in this proposal, or in the contract proposed to be taken; that it is to be made without any connection with any person making a proposal for the same items and is in all respects fair and without collusion or fraud.

The undersigned does further declare that no member of “Brick Township MUA” or any officer or other employee of “Brick Township MUA” is directly or indirectly interested therein or in any portion of the profit thereof.

COMPANY NAME : \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TOTAL AMOUNT OF PROPOSAL(written): \_\_\_\_\_

DEPOSIT ENCLOSED (Guarantee, Bond, Certified or Cashier’s Check): \$\_\_\_\_\_

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

# **ATTACH PROPOSAL**