

READINGTON-LEBANON SEWERAGE AUTHORITY  
REQUEST FOR PROPOSALS

THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.  
19:44A-20.4 et seq.  
FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES

**PROPOSAL SUBMISSION DUE DATE: Aug 20, 2025.**  
**PROPOSAL SUBMISSION DUE TIME: 10:00 A.M.**

RICHARD BURTON  
CHAIRMAN

JILL PLESNARSKI  
ADMINISTRATOR

## **SECTION 1. INTRODUCTION**

The Readington-Lebanon Sewerage Authority (the "RLSA") is soliciting Proposals for Professional Engineering Services, through a Request for Proposals ("RFP") process as more particularly described herein. Persons and/or firms interested in providing the identified services to the RLSA must prepare and submit Proposals Submissions ("Submissions") in accordance with the procedures and schedules set forth in this RFP. The RLSA will review Submissions only from those persons and/or firms that include all the information required to be included in this RFP. The RLSA intends to award a Contract to the Respondent who possesses the professional experience, expertise, and administrative capabilities to provide the proposed services as set forth in this RFP.

The RLSA was established in 1976, exercising public and essential governmental functions, to provide for the public health and welfare, having perpetual succession and having express and implied powers by virtue of and under N.J.S.A. 40:14A-1 et seq., more commonly known as the "Municipal and County Sewerage Authorities Law." The RLSA is responsible for preserving and protecting environmental resources within the Township of Readington and the Borough of Lebanon, and for the operation of its infrastructure, including without limit its entire sewerage treatment plant, pump stations and related infrastructure, and the provision of services with respect to and in support thereof. The RLSA maintains and operates portions of sewer collection system and the entirety of the sewerage treatment plant.

## **SECTION 2. GENERAL INFORMATION**

The RLSA is soliciting Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

The RLSA has structured a competitive procurement process to assure that each person and/or firm is provided with an equal opportunity to submit Proposals in response to the RFP. Submissions will be reviewed to determine if the Respondent has met the minimum professional experience, expertise, project execution approach and administrative/financial criteria described in this RFP. Specifically, Submissions will be evaluated based on the information and documents provided by the Respondent as part of the Submission Requirements and Format outlined herein and the Evaluation Process set forth within this RFP, to determine whether the Submission covers all information requested in this RFP. The RLSA will deem a Respondent to be qualified based on the totality of the information provided by the Respondent. Responses, which in the judgment of the RLSA, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors, may be rejected.

### **Section 2.1 Communications Concerning RFP**

All questions concerning this RFP or the RFP process shall be directed to Jill Plesnarski, Administrator, Readington-Lebanon Sewerage Authority at [jplesnarski@rlsa-nj.com](mailto:jplesnarski@rlsa-nj.com).

### **Section 2.2 Procurement Schedule**

Proposals must be submitted via certified mail, courier or hand delivery, to the attention of the RLSA, Procurements, at 1A Old Highway 28, Whitehouse, NJ, 08888, in sufficient time so that the RLSA receives it no later than **10:00 a.m. on August 20, 2025.**

The Proposal shall be provided to RLSA in a sealed envelope or box, marked with the name and number (if applicable) of this RFP, as well as the name and address of the Respondent on the outside. Respondents must submit one (1) clearly marked printed original copy of their Submission, along with two (2) printed copies, and one (1) Electronic copy in PDF format on separate USB (flash drive).

Proposals will not be accepted after the due date for submission.

### **Section 2.3 Conditions Applicable to RFP**

Upon submission of Respondent's Submission in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the review and consideration of its Submission:

- The RLSA reserves the right, in accordance with law, to reject any Respondent that submits incomplete responses to this RFP that is not responsive to the requirements of this RFP.
- The RLSA reserves the right to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Submissions shall become the property of RLSA and will not be returned.
- All Submissions will be made available to the public at the applicable time in accordance with applicable law.

- The RLSA may request Respondents to provide an oral presentation and/or participate in an interview.
- Any and all Submissions not received by the RLSA by 10:00 a.m. prevailing time on August 20, 2025, will be rejected.
- Neither the RLSA, its consultants or advisors, nor their respective staffs shall be liable for any claims or damages resulting from the solicitation or preparation of the Respondent's Submission, nor will there be any reimbursement to Respondents for the cost of preparing its Submission or for participating in this procurement process. All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- R3M Engineering has prepared the Basis of Design (available on the RLSA website [www.rlsa-nj.com](http://www.rlsa-nj.com)) and will not be held liable for claims or damages. The Respondent will review, and in writing either accept the Basis of Design or provide objections within 10 days of being notified they are the successful awardee.

#### **Section 2.4 Conditions Solely Applicable to This RFP**

The RLSA is seeking professional engineering services for preparing construction contract documents for the Treatment Plant Upgrades Project. The Authority intends to apply for funding from the NJ Water Bank to finance the Project. Therefore, the construction contract documents must meet the requirements of the NJ Water Bank.

The existing Plant will be upgraded to achieve Interim Phase New Jersey Pollutant Discharge Elimination System (NJPDES) Permit requirements for the average design flow of 1.2 MGD. The upgrade must be completed on or before **May 31, 2029**.

#### **Section 2.5 Rights of RLSA**

The RLSA reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Submission received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any non-material or technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice or addenda to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents as the RLSA deems necessary to clarify the information provided as part of the RFP, and to request additional information to support the information included in any Submission.
- To suspend or terminate the procurement process described in this RFP at any time in accordance with law. If terminated, the RLSA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The RLSA shall be under no obligation to complete all or any portion of the procurement process described in this RFP.



## **Section 2.6 Addenda or Amendments to RFP**

During this solicitation process, the RLSA may issue addenda, amendments, or clarifications to written inquiries raised concerning the RFP. All responses from the RLSA will be in the form of addenda. Those addenda will be noticed by the RLSA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of all addenda issued prior to the Submission due date.

## **SECTION 3. BACKGROUND**

The RLSA was established in 1976, exercising public and essential governmental functions, to provide for the public health and welfare, having perpetual succession and having express and implied powers by virtue of and under N.J.S.A. 40:14A-1 et seq., more commonly known as the "Municipal and County Sewerage Authorities Law." The RLSA is responsible for preserving and protecting environmental resources within the Township of Readington and the Borough of Lebanon, and for the operation of its infrastructure, including without limit its entire sewerage treatment plant, pump stations and related infrastructure, and the provision of services with respect to and in support thereof. The RLSA maintains and operates portions of sewer collection system and the entirety of the sewerage treatment plant.

In connection with RLSA operations, RLSA seeks general professional engineering services as set forth herein.

## **SECTION 4. SCOPE OF SERVICES**

Design for:

- Construction of a new Influent Pump Station with separate wet well/dry well, to house one mechanically-cleaned bar screen and bypass channel equipped with a comminutor, three dry pit submersible pumps with close-coupled motors, piping, magnetic flowmeter, automatic wet well level control system, local instrumentation and controls, and electrical power/control/instrumentation panels located in the electrical/control room at ground level. This new pump station will replace the existing influent pump station due to its limited size, pumping capacity, configuration and location relative to delineated freshwater wetlands.
- Construction of a new Grit Removal Facility to include grit removal and grit washing equipment, local instrumentation and controls, and electrical power/control/instrumentation panels located in the electrical/control room at the upper level.
- Demolition of Oxidation Ditch No. 1, which has been abandoned.
- Construction of a new Oxidation Ditch No. 1 in its place and installation of new process equipment required for Enhanced Biological Phosphorus Removal (EBPR) to achieve NJPDES effluent permit requirements for total phosphorus.
- Structural improvements to Oxidation Ditch No. 2 and installation of new process equipment required for EBPR to achieve the NJPDES effluent permit requirements for total phosphorus.
- Construction of an Anaerobic Selector tank upstream of Oxidation Ditches No. 1 and No. 2 as required for the EBPR process.
- Replacement of the sludge pumps and modification to the discharge piping within the existing Sludge Pump Station to allow for simultaneously returning and wasting activated sludge as required by the EBPR process.
- Installation of new self-priming pumps within the existing Sludge Pump Station to facilitate dewatering of existing Final Clarifiers No. 1 and 2 for inspection and maintenance.
- Installation of new chemical

metering pumps and chemical feed piping for alum, and if it is determined to be necessary, the replacement of the bulk chemical storage tanks for alum, all located within the Chemical Storage Building.

- Construction of buried chemical feed piping from the metering pumps to the various injection points.
- Installation of two (2) additional Ultraviolet (UV) light modules within the existing UV channel located within the UV Building.
- Concrete repairs of the deteriorated cascade aerator steps, and installation of fiberglass reinforced plastic covers over the steps and channels to minimize algae growth on concrete surfaces.
- Replacement of the existing 9-inch Parshall flume located within the UV Building with a 12-inch Parshall flume for metering the projected Plant effluent flow.
- New Electrical Power Distribution and Control systems for the proposed facilities, including motor control centers, and various control and power distribution panels, lighting, outlets, conduits, and wiring required for the new facilities.
- New fiber optic communication links between the new Influent Pump Station, Grit Removal Facility, Oxidation Ditches and the Control Room located in the Administration Building via the existing Supervisory Control and Data Acquisition (SCADA) System.
- Integrating the new fiber-optic communications links with the Plant's existing fiber optic system.
- Extending standby emergency power to the existing Dewatering Building.
- Extending site lighting to illuminate the new facilities and access roads.
- Improvements to the existing Plant outfall headwall structure at Rockaway Creek to prevent further settling, including the installation of a new upstream gabion system.
- Modifications to the existing Plant stormwater collection system and constructing a new stormwater retention basin and stormwater outfall as required by NJDEP stormwater requirements. We anticipate the design of a bioretention basin equipped with manufactured bioretention devices.
- Modifications to the existing storm collection piping for the paved area by the Dewatering Building to minimize the volume of stormwater to be returned to the new Influent Pump Station.
- Construction of access roads to the new Influent Pump Station, Grit Removal Facility, Anaerobic Selector and Oxidation Ditches.
- Site improvements to accommodate the new Influent Pump Station, Grit Removal Facility, including gravity sewer modifications, a new force main, process piping extensions and modifications, electrical duct banks, and fiber optic cable loops extending from existing facilities to the New Influent Pump Station and New Grit Removal Facility.
- Abandoning in-place the existing Influent Pump Station.
- Demolition of existing Splitter Box No. 1, Diversion Box No.1 Final Clarifiers No. 1 and No. 2 and the Chlorine Contact Tank.

## **Tasks**

### **1. Regulatory Coordination:**

The work to be included in the construction contract will require several regulatory agency approvals prior to advertising for bids. The Authority believes the following permits will be required:

- A. NJDEP Division of Water Quality TWA
- B. Soil Erosion and Sediment Control
- C. Water Quality Management Plan (WQMP) Consistency Determination
- D. Bureau of Water Allocation and Well Permitting
- E. The NJDEP Stormwater Management Rules
- F. NJDEP Flood Hazard Area Permit
- G. Freshwater Wetlands Permit
- H. US Army Corps of Engineers (USACE) Permit

## **2. Bid Assistance Services**

Upon award of the Construction Contract by the Authority, you will assist the Authority with preparation of the award package as required by the NJ Water Bank for issuing Authorization to Award (ATA).

- A. Deliver fifteen (15) sets of Project Manuals complete with plans, technical specifications and attachments and copies of the Authority's standard contract terms, conditions, and forms (the front end).  
Note: The Authority will advertise for bids in its official local newspapers.

- B. Attend a pre-bid meeting with the prospective bidders, at the site of the work and provide technical support to the Authority during the meeting.

- C. Respond to questions by prospective bidders during the bidding period by issuing addendum to the bid documents if necessary..

- D. Attend the bid opening.

- E. Prepare a tabulation of bids received.

- F. Review received bids and contact references of the two bidders with the lowest price and issue a written opinion to the Authority on the award of the construction contract.

- G. Develop Corrected Contract Drawings and Specifications to reflect addendum changes and clarification issued during the bidding phase.

- H. Provide Project Management services including progress meetings, Task reporting on progress, and distributing meeting summaries.

## **3. Field Investigations**

- A. Prepare for and conduct a kickoff meeting with the Authority's Designated Representative and other Authority personnel, as required, to review the scope of work and prepare for and coordinate upcoming field investigations.

- B. Site Mapping

- C. Geotechnical Investigation

D. Level I Environmental Site Assessment: This is a required component of the NJ Water Bank approval process.

E. Cultural Resource Investigations: A Stage 1A and Stage 1B Cultural Resources Surveys will be required as a component to the Environmental Assessment for the NJ Water Bank funding application

F. Electrical Investigations

G. Existing Conditions Report

#### **4. 50% Design Development**

A. 50% Design Plans: Prepare Civil, Structural, Mechanical, Heating and Plumbing, Electrical and Instrumentation design drawings.

B. 50% Design Specifications: Prepare preliminary specification sections for major portions of the work.

C. Front End Documents: Prepare draft bidding and construction contract front-end documents to be reviewed by the Authority's Designated Representative and Legal Counsel.

D. 50% Cost Estimate: Prepare a preliminary opinion of Construction Costs for the proposed work, which will include a 20% cost contingency.

E. 50% Project Schedule: Prepare preliminary construction schedule

F. 50% Design Submittal: Submit five (5) copies of the design documents to the Authority's Designated Representative for review and comment.

G. Value Engineering Study: Because the project construction cost is estimated to exceed \$10 million, a Value Engineering Study (VE study) of the 50% design documents will be required by the NJ Water Bank.

#### **5. 90% Detailed Design**

A. 90% Design Plans: Prepare detailed plans indicating the work required under the contract.

B. 90% Specifications

C. Front End Document Preparation: Advance the bidding and construction contract documents to include comments received from Authority's Designated Representative and Legal Counsel.

D. 90% Cost Estimate

E. 90% Project Schedule

F. 90% Design Submittal: Submit five (5) copies of the design documents to the Authority's Designated Representative for review and comment.

G. Permit Applications:

Submit copies of completed permit applications to the Authority

H. Design Development Meetings: Attend meetings with the Authority to review progress on the design. % design submittal. Prepare meeting summary and distribute it to all meeting attendees.

I. Project Management: Provide Project Management services including Task reporting on progress and distributing meeting summaries.

## **6. Final Design**

- A. Complete final design and detailing of all contract drawings and technical specifications.
- B. Address comments provided by the Authority's Designated Representative during final review of 90% design documents.
- C. Address final comments on Front End documents as needed under advisement from Authority's Legal Counsel.
- D. Prepare three (3) sets of plans and specifications for final review and comment by the Authority.
- E. Attend a final review meeting with the Authority to discuss final comments, and review schedule for NJ Water Bank's Authorization to Advertise, permit review schedule, and proposed bidding schedule.
- F. Provide Project Management services including progress meetings with the Authority, Task reporting, and meeting summaries.
- G. Attend one (1) meeting to review the 100% design documents before public-bidding of the project. Prepare meeting summary and distribute to all meeting attendees.

## **SECTION 5. QUALIFICATIONS AND REQUIREMENTS**

### **Section 5.1 Minimum Qualifications**

Respondents shall have demonstrated engineering experience that meets or exceeds the following qualifications:

1. Licensed in the State of New Jersey to provide professional engineering services and also and as necessary, licensed with respect to wastewater treatment systems such as that maintained by the RLSA (a S3 license is required in connection with the operation and maintenance of the RLSA system);
2. Possess a minimum of ten (10) years experience in wastewater infrastructure engineering services;
3. Demonstrated experience with regulatory coordination and approvals with the NJDEP for wastewater treatment operations;
4. Have provided professional and advisory support within the past ten (10) years for securing air and water quality and other necessary permits for wastewater infrastructure projects in the State of New Jersey; and,
5. Have provided professional and advisory support for securing New Jersey I-Bank financing for wastewater projects of at least \$1 million construction cost in the State of New Jersey.

If a single entity respondent cannot demonstrate that it meets all the qualifications, then the single entity respondent may engage other firms as their sub-consultants. The qualifications for the entire team, including key individuals, shall be provided as part of the Submission. Joint Ventures will not be considered for providing these specific professional engineering services as defined herein.

## Section 5.2 Minimum Requirements

The Respondent shall possess the following minimum requirements:

1. Ability to secure insurance from a company or companies lawfully authorized to do business in New Jersey, to protect both the entity and the RLSA from claims which may arise out of or result from activities undertaken in connection with services under contract with the RLSA and for which the contractor may be legally liable, whether such activities be by the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall name the RLSA as an additional insured, with 30-day notice rights prior to any termination, cancellation and/or material modification of any coverage. As deemed applicable by the RLSA, such insurance coverage shall include the following as an anticipated minimum, with additional coverage and/or higher limits necessary dependent upon the scope of services:
2. Workers Compensation Coverage and Employers Liability Coverage, covering all employees engaged in the performance of this Contract and in accordance with applicable statutes, except where the Contractor has certified on Authority forms that they are self-employed as an individual and have no employees and are, therefore, not subject to applicable law.
3. Commercial General Liability Insurance with limits of not less than **\$1,000,000** combined single limit per occurrence, and General Aggregate of **\$2,000,000 ~ project or location**. The RLSA shall be named as an additional insured consistent with the above. This coverage shall be primary, and shall include defense of the RLSA as a supplement to the 1v. Professional Liability Insurance:
  - a. Consultants shall maintain Professional Liability Insurance for protection against claims arising out of performance of contracted services for the RLSA caused by negligent acts, errors or omissions for which the Contractor is legally liable, with a minimum coverage limit of **\$5,000,000** per claim and annual aggregate for each project.
4. Cyber Security Insurance:
  - a. The Contracting Entity shall maintain limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contracting Entity in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage protection against all claims arising out of performance of services under the agreement in accordance with this RFP caused by cyber-attacks, malware, loss of data, negligent acts, errors or omissions for which the Contracting Entity is legally liable for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Ability and agreement to provide the following indemnification to the RLSA, to save, indemnify, defend and hold harmless the RLSA, its respective agents, commissioners, employees, representatives, successors and assigns (all collectively, the "Authority Indemnified Parties"), from and against all liability, costs (including reasonable attorneys' fees), damages, and/or loss, relating to or arising out of the Provider's performance of any Contracted Services.

## **SECTION 6. SUBMISSION REQUIREMENTS AND FORMAT**

### **Section 6.1 General Submission Requirements**

The Respondent's Submission must meet or exceed the Minimum Qualifications set forth in Section 5.1, and the Submission Requirements set forth in this Section 6.

In addition to the information required herein, a Respondent may also submit supplemental information that it feels may be useful in evaluating its Submission. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### **Section 6.2 Administrative Information Requirements**

The Respondent shall provide the following information:

1. The name, address and telephone number of the person or firm submitting the Submission in response to this RFP, and the name of the key contact person.
  2. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership, and its organizational structure.
- (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of ten percent (10%) or more in the firm.
- (b) If a firm is a partially owned or a fully owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.
- (c) A statement that the Respondent has complied with all applicable affirmative action ( or similar) requirements with respect to its business activities, together with evidence of such compliance.
3. The number of years the business organization has been in business under its present name.
  4. The number of years the business organization has been under its current management.
  5. Any judgments, claims or suits within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
  6. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
  7. Confirm appropriate federal and state licenses including engineering license(s) to perform activities.
  8. Submit a copy of the Firm's Business Registration Certificate.



### **Section 6.3 Submission Format Requirements**

To respond to this RFP, the Respondent shall submit a concise submission in response to the following basic criteria:

1. The Respondent shall submit one (1) clearly marked "Original" copy and two (2) copies of their Submission by the date and time stated in this RFP, along with one (1) electronic copy thereof via USB or similar jump drive, as above indicated. In case of any discrepancy between the original and the copies, the original shall have precedence.
2. To be acceptable, the Submission shall be no more than 50 pages, not including resumes or curriculum vitae. This limit also does not apply to Section G below "Statutory Submission Forms" and Attachment G below. The submission pages shall be numbered. The outermost cover of your submittal must be labeled to include the RFP Number (if any) and title as indicated in the cover page of this RFP, full legal name of your firm.
3. Separate each section of the submittal with a tab divider that is labeled in accordance with the letter of the requirements specified below:

**Section A. Cover Letter**

Include information requested in Section 6.2 above. Include Team lead.

**Section B. Proof of the State of New Jersey License to Perform Engineering Services.**

**Section C. Completed Attachment G, to document Qualification Requirement #2, #3 and #4 in Section 5.1.**

**Section D. Resumes or Curriculum Vitae of Respondent team members. Key team members and supporting staff shall be clearly identified as to whether the individual is a full-time employee, part-time employee (# of hours/week), and/or a consultant.**

**Section E. Statement with any documents to support to Satisfaction of General Requirements (Section 5 above)**

**Section F. Cost Proposal (page 17)**

**Section G. Statutory Submission Forms**

**1. Mandatory Equal Employment Opportunity Acknowledgement (Attachment A)**

**2. Americans with Disabilities Act (Attachment B)**

**3. Ownership Disclosure Form (Attachment C)**

**4. Non-Collusion Form (Attachment D)**

**5. Combined Prohibited Activities in Russia and Belarus & Investment Activities in Iran Form (Attachment E)**

**6. Acknowledgement of Addenda (Attachment F)**

**7. Price Table (Attachment G)**

**8. Business Registration Certificate**

**9. Pay to Play notice of disclosure requirement**



## **SECTION 7. STATUTORY AND OTHER SUBMISSION REQUIREMENTS**

In addition to the Minimum Qualifications and General Submission Requirements set forth above in Sections 5 and 6 of this RFP, the following documents are also required to be submitted by the Respondent as part of its Submission to this RFP or are identified as items that will be required as part of any contract with the RLSA if the Respondent is qualified and submits a proposal that is subsequently accepted by the RLSA.

### **Section 7.1 Mandatory EEO/Affirmative Action Evidence - N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

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. as administered by the Division of Purchase and Property Contract Compliance and Audit Unit (Division) and provided below. Consequently, Respondents are to acknowledge the language provided in Attachment A to this RFP.

If the Respondent is deemed qualified and subsequently submits a proposal and awarded a contract, after notification of award but prior to execution of the Agreement, the Successful Respondent will be required to submit one of the following three documents to the RLSA:

1. A Letter of Federal Approval indicating that the Respondent is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the Respondent to the RLSA. This approval letter is valid for one year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The Respondent must provide a copy of the Certificate to the RLSA as evidence of its compliance with the regulations. The Certificate represents the review and approval of the Respondent's Employee Information Report, Form AA-302 by the Division.
3. The Successful Respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey"  
[www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance)

### **Section 7.2 Americans with Disabilities Act of 1990**

The Respondent shall not discriminate on the basis of disability in contracting for the delivery of services. Respondents are required to read the American with Disabilities language that is included as part of the documents attached hereto as Attachment B and agree to comply with the provisions of Title II of the Act.

### **Section 7.3 Ownership Disclosure -N.J.S.A. 52:25-24.2**

No corporation, partnership, or limited liability company shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the Proposal or accompanying the Proposal, of said corporation, said partnership, or said limited liability company therein submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10

#### **Section 7.4 Non-Collusion Affidavit -N.J.S.A. 52:34-15**

Each Respondent shall complete and submit as part of its Submission, the Non-Collusion Affidavit, which is provided as part of this RFP in Attachment D.

#### **Section 7.5 Proof of N.J. Business Registration Certificate- N.J.S.A. 52:32-44**

In accordance with N.J.S.A. 52:32-44(b), a Respondent and any named subcontractor, must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to award of a contract. Submission of the BRC is not required at the time of Proposal submission for the Respondent or from any named subcontractors. However, to facilitate the Respondent's Submission, the Authority is requesting that the Respondent submit a copy of its valid BRC with its Submission. If a copy of the BRC is not included with the Proposal, it must be submitted prior to the Contract award.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Section 7.6 Prohibited Russia-Belarus & Iran Investment Activities Form**

Each Respondent should complete and submit as part of its Submission, the Prohibited Russia Belarus & Iran Investment Activities Form which is provided as part of this RFP as Attachment E.

Submission of the Prohibited Russia-Belarus & Iran Investment Activities form is not required at time of Proposal submission for the Respondent or for any subcontractors. However, the Authority is requesting that the Respondent submit the Prohibited Russia-Belarus & Iran Investment Activities Form with its Proposal. If this Form is not included with the Proposal, it must be submitted prior to the Contract award.

#### **Section 7.7 Acknowledgement of Addenda**

Each Respondent shall complete and submit as part of its Submission, the Acknowledgement of Addenda Form, which is provided as part of this RFP as Attachment F. Failure to submit the Acknowledgement of Addenda form will result in rejection of the Proposal pursuant to N.J.S.A. 40A: 11-23.2.

#### **Section 7.8 "Pay to Play" -Notice of Disclosure Requirement**

Respondents 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 contract in excess of \$50,000.00 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.

## **SECTION 8. EVALUATION PROCESS**

Submissions that have been deemed complete in accordance with the Submission Requirements set forth in Sections 6 and 7, will then be evaluated by the RLSA Selection Committee based on the evaluation criteria set forth below:

1. Qualifications and experience of the individuals who will perform the services in the form of both resumes/curriculum vitae and a project organization chart, and their respective availability to perform these services; also submit the qualifications and experience of the Firm, including the quality of similar services - 20%
2. Project Execution Plan - 20%
  - a. Submit a Project Execution plan and description of Project approach, as part of this Proposal indicating how project completion and/or the rendering of services, as applicable, will be achieved, in the form of a narrative.

### **A. Contents of Proposal**

3. Technical Approach-20%
  - a. Submit a written Technical Approach describing how the completion of individual Tasks or services will be completed, and by whom on the project team.
4. Cost for these Services - 40%
  - a. Submit completed forms (Attachments I-1, I-2, and I-3).

During the RFP process, the RLSA may, but is not obligated to, request an oral presentation or interview to the Evaluation Committee and others, as appropriate. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 30 minutes and include the material contained in the Respondent's Submission. The presentation would be followed by an approximately 30-minute question and answer session. The Respondent's staff providing the presentation shall be led by the proposed Manager or Team Leader, who may be supported by no more than four (4) other senior staff members proposed to provide the requested services.

1. Statement of Qualifications
  - Identify your firm, organizational structure and support resources available to complete the Summary of Services outlined above in the RFP.
  - Indicate the date your organization was established
  - Describe the services provided by your organization.
  - Identify the number of employees in your organization. Indicate any special training or experience members of your organization possess that may assist in providing the requested services.
  - Provide a description of your organization's presence in New Jersey. Note the location of each office, the number of employees resident in each office.
  - Identify any public entities which your organization has provided similar design upgrade services to during the last ten (10) years. For each matter, provide the name of the public entity, a description of the matter, dates of engagement and the name and contact information of the public entity responsible for overseeing the work of your organization.

- Provide the name, address, telephone number, email address for the designated contact person in your organization.
2. List the qualifications of key personnel who would be assigned to this project including relevant experience, degrees, certifications etc.
  3. Propose a general work plan, including relevant timeline, to complete the requested services relative to the scope of work as outlined in this RFP.
  4. A completed Fee Proposal Form.
  5. All forms and certificates required.

**B. Selection Criteria**

The RLSA, under the direction of the Board, shall review, screen, and rank proposals. The RLSA may rely on a committee, other sources or interviews to evaluate proposals at their sole discretion. Award will be made on the overall highest ranked firm. PRICE, PAST PROJECT HISTORY AND TECHNICAL SKILL WILL ALL BE CONSIDERED. The final Contract is subject to formal approval of the RLSA Board of Commissioners.

**C. Interview**

The RLSA reserves the right to interview any or all applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The RLSA reserves the right to request clarifying information after submission of the proposal.

### FEE PROPOSAL FORM

Task	Enter Amount
1. Regulatory Coordination	\$ .
2. Bid Assistance Service	\$ .
3. Field Investigations	\$ .
4. 50% Design Development	\$ .
5. 90% Field Development	\$ .
6. Final Design	\$ .
7. Contingency	\$ .

**TOTAL PROPOSED ENGINEERING FEE (Items 1 thru 7) \$** \_\_\_\_\_.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Federal I.D. # or Social Security #**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Municipality**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Signature of Authorized Agent**

\_\_\_\_\_  
**Type or Print Name**

**Date:**

**Title:**

**Telephone number:**

**Email Address:**

The RLSA has the right to accept or reject any or all of the proposals offered.

## GENERAL INFORMATION

1. The RLSA reserves the right to revise any part of the RFP by issuing an addendum.
2. Issuance of this RFP in no way constitutes a commitment by the RLSA to award a contract.  
The RLSA reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this announcement if it is determined to be in the RLSA's best interest.
3. The RLSA is not liable for any costs incurred by prospective proposer/respondents prior to issuance of or entering into a contract. Costs associated with developing the Proposals, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by RLSA.
4. The RLSA shall not be liable for any errors in Proposals statements. The RLSA reserves the right to make corrections or amendments to the RFP due to errors identified in Proposals s by the RLSA or the proposer/respondent. The RLSA at its option, has the right to request clarification or additional information from the proposer/respondents; if requested, such information shall be provided within fourteen (14) days of request.
5. The RLSA reserves the right to enter into a Contract without further discussion of the Proposals submitted based on the initial offer received. The RLSA reserves the right to contract for all or a partial list of services offered in the Proposals statement. The RFP and Proposals of the selected proposer/respondent shall become part of any contract initiated by the RLSA.
6. The selected proposer/respondent shall be expected to enter into a contract. In no event shall a proposer/respondent submit its own standard contract terms and conditions as a response to this RFP. If the selected proposer/respondent fails to sign all contract documents within ten (10) calendar days of delivery, the RLSA may elect to cancel the award and award the contract to another proposer/respondent.
7. Pay to Play: The proposer/respondent is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.O. 2005, c.271, s.3) if the proposer/respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the proposer/respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).
8. This RFP is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A:20.5 et seq. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

## STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and contract.

### 1. 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 Appendix A of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

Each Vendor 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 Vendor 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 Vendor in accordance with N.J.A.C. 17:27-4.

### 2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the RLSA harmless.

### 3. 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 proposal or accompanying the proposal of said corporation or partnership, Vendors 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 (P-2) shall be completed and attached to the 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 proposal.

#### 4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor'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](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor 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 Vendor, 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.

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

#### 5. NON-COLLUSION AFFIDAVIT

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

#### 6. 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 EL EC at 888-313- 3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the RLSA of Lake Como.

## **METHOD OF CONTRACT AWARD**

- 1 . The form of contract shall be provided by the RLSA to the successful Vendor. Terms of the Scope of Services/proposal package prevail in the case of any conflict. Vendor exceptions must be formally accepted by the RLSA. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the RLSA.
2. The RLSA reserves the right to waive immaterial formalities.
3. The acceptance of a Proposal shall bind the successful Proposer to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the Proposer fails to enter into the contract or perform services there under.

## **CAUSES FOR REJECTING PROPOSALS**

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The Vendor is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
5. If the mandatory forms are not received within the Proposal package.

## TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the RLSA shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the RLSA of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The RLSA will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the RLSA for damages sustained by the RLSA by virtue of any breach of the contract by the Vendor and the RLSA may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the RLSA from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the RLSA harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the RLSA under this provision.
4. In case of default by the Vendor, the RLSA may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the RLSA reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.  
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the RLSA.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the RLSA.
8. The RLSA may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with

jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

## ATTACHMENT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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 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 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 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 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 at N.J.A.C. 17:27.**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**

**(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)**

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

The successful professional service entity shall submit to the Readington-Lebanon Sewerage Authority, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- a. A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

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

The successful professional service entity may obtain the Employee Information Report (AA302) from the Readington-Lebanon Sewerage Authority during normal business hours, or from the State.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink Public Agency copy is submitted to the Readington-Lebanon Sewerage Authority, and the gold Vendor copy is retained by the professional service entity.

**The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.**

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

RESPONDENT: \_\_\_\_\_

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

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

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

The Vendor and the Readington-Lebanon Sewerage Authority, (hereafter "RLSA") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USCS § 21 OJ 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 RLSA pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the RLSA in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the RLSA, 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 Vendor 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 RLSA's grievance procedure, the Vendor agrees to abide by any decision of the RLSA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the RLSA, or if the RLSA incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Proposer: \_\_\_\_\_

(Person, Firm, or Corporation)

Date:

Signature and Title:

**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: \_\_\_\_\_



**ATTACHMENT C**  
**STOCKHOLDER DISCLOSURE CERTIFICATION This**  
**Statement Shall Be Included with Bid Submission**

**Name of Business**

**D** 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**

**D** 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:**

**D** Partnership  
Proprietorship

**D** Corporation

**D** Sole

**D** Limited Partnership  
Partnership

**D** Limited Liability Corporation

**D** Limited

**D** Subchapter S Corporation

Liability

**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: \_\_\_\_\_

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl).

**ATTACHMENT D  
NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in  
(name of affiant)

(name of municipality)

in the County of \_\_\_\_\_ and State

of \_\_\_\_\_ of full age, being duly sworn according  
to law on my oath depose and say that:

I am, \_\_\_\_\_ of the firm of  
\_\_\_\_\_ (title or position)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full

knowledge that the \_\_\_\_\_ relies upon the truth of  
the statements contained in said Proposal (name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

\_\_\_\_\_, 2 \_\_\_\_

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires \_\_\_\_\_ (Seal)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

I, \_\_\_\_\_ of the \_\_\_\_\_ (city) in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_ being  
of full age and fully sworn according to law on my oath depose and say that:

I am, \_\_\_\_\_ an officer of the firm of \_\_\_\_\_  
the bidder 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 this bid is not included on the State of New Jersey, Treasurer's List  
of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this  
affidavit are true and correct, and made with the full knowledge that the City of Burlington, as the Owner, relies  
upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in  
awarding the contract for said work.

The undersigned further warrants that should the name making this bid 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 Local Governing Unit shall be immediately so notified by the  
signatory of the Eligibility Affidavit.

The undersigned understands that the firm making the bid Contractor is subject to disbarment, suspension  
and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2,  
commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name and Title of Affiant

Subscribed and sworn before me this, \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Signature)

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

My Commission Expires \_\_\_\_\_

# STANDARD BID DOCUMENT REFERENCE

<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	LPCL	y	Goods and Services	X		
	PSCL	y	Construction			X
<b>Instructions Reference</b>						
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<u>Russia-Belarus list</u>") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

## ATTACHMENT E

### Prohibited Russia-Belarus Activities & Iran Investment Activities Person or Entity

#### Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

#### CONTRACT AWARDS AND RENEWALS

☐

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the NJ Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to PL 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS

☐

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the NJ Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf (Skip Part 2 and sign and complete the Certification below.)*

### IF UNABLE TO CERTIFY

☐

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

### Part 2: Additional Information

#### PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting*

*Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



## ATTACHMENT F

### ACKNOWLEDGMENT OF ADDENDA

This Form must be signed and submitted whether or not any Addenda were issued. If no Addenda were issued, check the "No Addenda were issued box" and complete the signature section below:

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>ADDENDA NO.</u>	<u>DATE RECEIVED</u>	<u>ACKNOWLEDGE RECEIPT INITIAL</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No Addenda were issued (check if applicable)

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

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

**ATTACHMENT G-1**

**Section 5.1 Minimum Qualifications #2**

Possess a minimum of ten (10) years experience in wastewater infrastructure engineering services.

Client Name/Contracting Entity

Contract Start and End Date

Brief description of Scope of Work

Construction Value

Client Contact email/Phone Number

\*\*\*\*\*

Client Name/Contracting Entity

Contract Start and End Date

Brief description of Scope of Work

Construction Value

Client Contact email/Phone Number

\*\*\*\*\*

Client Name/Contracting Entity

Contract Start and End Date

Brief description of Scope of Work

Construction Value

Client Contact email/Phone Number

\*\*\*\*\*

Client Name/Contracting Entity

Contract Start and End Date

Brief description of Scope of Work

Construction Value

Client Contact email/Phone Number

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