

**TOWNSHIP OF FLORENCE  
BURLINGTON COUNTY  
NEW JERSEY**

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**REQUEST FOR PROPOSAL**

**FOR**

**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

**TREATMENT SYSTEM**

**SUBMISSION DUE: 10:00 a.m., Tuesday, October 17, 2023**

**NOTICE TO BIDDERS**  
**TOWNSHIP OF FLORENCE**

Notice is hereby given that the Township of Florence (“Township”), located in the County of Burlington in the state of New Jersey, is requesting the submission of proposals from firms to provide the Township with engineering and design services to mitigate the threat of per- and polyfluoroalkyl substances (PFAS) in its water treatment and distribution system. Sealed proposals must be received by the Township Clerk no later than Tuesday, October 17, 2023 at 10:00 a.m. prevailing time, addressed to Nancy L. Erlston, RMC, Township of Florence, 711 Broad Street, Florence, NJ 08518. Proposals will not be accepted after the specified time. Proposals must be on the official proposal form which can be downloaded from <https://www.florence-nj.gov/departments/clerk/bids-rfps-rfgs/>

All submitted proposals must be enclosed in sealed envelopes and must bear the name and address of the firm submitting and “Request for Proposals for “PFAS Mitigation System” on the outside, including the outside of any delivery service envelope.

This RFP is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.

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

Nancy L. Erlston, RMC  
Township Clerk

## **SECTION I – Scope of Services**

The Township of Florence Water & Sewer department is requesting proposals from qualified engineering firms to provide engineering and design services for the installation of a per- and polyfluoroalkyl substances (PFAS) treatment system. The new treatment system will be incorporated into our existing water treatment plant flow scheme and any necessary tanks and buildings must fit into the available area behind and next to the existing water treatment facility. Refer to the attached ([site plan/tax map](#)) for the site layout

The existing water treatment plant consists of polyphosphate sequestration, tray/media aeration, sodium hydroxide pH adjustment, sodium hypochlorite disinfection, a final clear well and (4) vertical turbine high service pumps.

The new PFAS treatment system should be designed to achieve zero or non-detectable results for PFOA/PFAS chemicals. In addition, we are seeking to add iron and manganese removal for all six of the drinking water wells, and it should be installed upstream of the PFOA/PFAS treatment plant. Iron & manganese treatment should be installed in the new PFAS treatment building.

## **SECTION II – Proposal Content**

This RFP includes, but is not limited to, the following engineering services:

1. Proposals for the type of treatment for PFAS and Iron & Manganese removal.
2. Treatment pilot testing as recommended.
3. Initial treatment design and incorporation into the existing water treatment facility with consideration of future expansion and existing control system integration.
4. Well #3 Point of use treatment for PFAS.
5. BSDW permitting & approvals.
6. Final design.
7. Public bid support.
8. Support as needed for financing the project such as NJ Water Bank and other grants & loans.

Treatment design parameters should take into consideration the following well outputs:

Well 1 – 475 gpm (gallons per minute)

Well 2 – 430 gpm

Well 3 – 620 gpm

Well 4 – 650 gpm

Well 5 – 500 gpm

Well 6 – 730 gpm

Max flow rate 3405 gpm

These are the BSDW permitted flow rates, but design should be based on an additional 10% for a maximum flow of 3745 gpm.

Treatment plant design parameters should take into consideration the following raw water levels:

- PFOA/PFAS treatment design will be based on raw well PFOA levels ranging from 1.5 ppt to 14ppt on average with one well as high as 220ppt.
- Iron & Manganese treatment design should take into consideration iron levels as high as 11ppm and manganese levels as high as 5ppm for two of the wells. Iron & manganese treatment will extend the lifespan of PFAS treatment media, reduce media fouling and provide for treatment of Wells #1& 2 to levels below drinking water standards.

There will be an on-site pre-bid meeting for this RFP on September 15, 2023 at 10:00AM and all questions for additional details must be submitted in writing by close of business on October 2, 2023.

All questions should be addressed by email to David Lebak, Director of Water & Sewer at [dlebak@florence-nj.gov](mailto:dlebak@florence-nj.gov). All questions and answers will be displayed on the Township of Florence site @ <https://www.florence-nj.gov/departments/clerk/bids-rfps-rfqs/> which will allow access for all interested parties to review.

#### RFP TIMELINE

1. RFP advertisement September 6, 2023
2. Pre-bid meeting at the existing water plant on September 15, 2023 @ 10:00AM
3. Final questions submitted to David Lebak by October 2, 2023
4. All proposals submitted to the Township Clerk on or before October 17, 2023

### **SECTION III – Fee Schedule**

1. Hourly rates for staff members
2. Lump sum cost for each of the (8) listed engineering services.
3. Projected construction and material costs and overall project costs.

### **SECTION IV – Contract Term**

The contract time period will be commencing from the contract date until the completion of the project.

### **SECTION V – General Requirements**

AT A MINIMUM, THE RESPONDING FIRM OR ENTITY:

1. Must submit a list of completed related projects
2. Must demonstrate proficiency, knowledge and experience in the above areas and that it/he/she is qualified and/or licensed to perform and provide all services set forth within the body of this Request for Proposals as defined below.
3. Must obtain the submission package and complete and return the sealed submission form and enclosures by the due date set forth in this notice.

### **SECTION VI – Insurance Requirements**

#### **Worker’s Compensation Insurance**

Worker’s Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

#### **General Liability Insurance**

The contractor shall furnish evidence to the Township of Florence prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

General Liability Insurance shall be provided with limits of not less than \$1,000,000.00 for any occurrence and \$1,000,000.00 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

#### **Automotive Liability Insurance**

Automotive Liability Insurance covering the contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 for any one occurrence and

\$1,000,000.00 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

### **Professional Liability Insurance**

Professional Liability Insurance covering contractor for claims arising from its representation of the municipality with limits of not less than \$1,000,000.00 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force and effect during the life of the contract.

**The preceding insurance requirements maybe amended before the issuance of the final contract at the sole and absolute discretion of the Township of Florence on a case-by-case basis.**

## **SECTION VII – Work Product/Deliverables**

All work products of the Contractor which result from this contract are the exclusive property of the Township of Florence.

## **SECTION VIII – Evaluation Process**

An evaluation team will review all proposals/responses to the RFP. The team will determine if the proposals/responses satisfy the RFP Requirements, determine if a proposal/response should be rejected and then evaluate the proposals/responses based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on rates and other factors. Listed below are the criteria that the Township of Florence will consider in the evaluation of each proposal/response. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

1. **Requirements**  
Possess the general requirements stated herein.
2. **Understanding of the Requested Work**  
The proposals/responses will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals/responses.
3. **Knowledge and Technical Competence**  
This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.
4. **Management, Experience and Personnel Qualifications**  
Expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to those requested in the RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal/Response.

5. **Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

6. **Cost**

The contract shall be based on rates set forth in the response to this RFP in an amount not to exceed the specified contract amount, or where a cost proposal is required (RFP), as submitted in the cost proposal. Prices are firm for the duration of the project. Any services not included as part of any resulting contract scope of services or cost proposal must be approved and authorized by the Township of Florence before such work is initiated. The Township of Florence shall pay for such approved services, at the rate or cost agreed upon between the Township of Florence and contractor.

**BASIS OF AWARD EVALUATION CRITERIA**

**Professional Services  
Per- and Polyfluoroalkyl Substances (PFAS) Treatment Center**

The following is the criteria for evaluation of the proposal/response. Points shall be awarded based on the information contained in the proposal/response for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The highest total score shall be the basis for the contract award.

<b>EVALUATION CRITERIA</b>	<b>SCORE/ POINTS</b>
<b>TECHNICAL CRITERIA</b>	
Vendor's proposal/response demonstrates a clear understanding of the scope of work and related objectives	
Vendor's proposal/response is complete and responsive to the technical RFP requirements	
Vendor evidences successful past performance of like projects	
<b>MANAGEMENT CRITERIA</b>	
History and experience in performing similar work	
Availability of personnel, facilities, equipment, etc.	
Qualification and experience of support personnel	
Comprehensive work plan and schedule, if applicable	
Significant experience in PFAS Mitigation in Water Treatment Systems	
Proof of licensure	
<b>COST CRITERIA</b>	
Cost of goods/services to be provided	
Quality and quantity of vendor's services to previous clientele	
Vendor's financial ability to meet obligations	
<b>POINTS TOTALS</b>	



**PROPOSAL SUBMISSION DOCUMENTS**

**PROPOSAL DOCUMENT SUBMISSION CHECKLIST**  
**TOWNSHIP OF FLORENCE**

**PROFESSIONAL SERVICES**  
**PER- AND- POLYFLUOROALKYL SUBSTANCES (PFAS) TREATMENT CENTER**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INITIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED. PLEASE NOTE, WHERE INDICATED "FORM PROVIDED" THE PROVIDED FORMS FOLLOW THIS SECTION.**

ITEM	INITIALS
Executed Vendor Information (form provided)	
Executed Affidavit of Non-Collusion (form provided)	
Executed Statement of Ownership (Ownership Disclosure Statement) (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Disclosure of Investment Activities Iran (form provided)	
Mandatory Equal Employment Opportunity Language (form provided)	
American With Disabilities Act of 1990 (form provided)	
New Jersey Business Registration Certificate	
Three (3) Copies of Paper Proposal (one must be original with original signatures) One (1) USB Drive containing electronic copy of submission in PDF format.	

**VENDOR INFORMATION**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information **must** be provided with this proposal.

Name of Business: \_\_\_\_\_

(Print)

Name of Contact Person: \_\_\_\_\_

(Print)

Correspondence Address (including zip code): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address (including zip code): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Payment Address (including zip code): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Employer Federal I.D. # or S.S. #: \_\_\_\_\_



**STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, C.33, as amended by P.L. 2016, c.43)**

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

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

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

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

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

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

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

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

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

**Part I**

**Check the box that represents the type of business organization:**

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

**Part II**

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

**OR**

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

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

**Stockholders:**

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
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**Part III Any Direct or Indirect Parent Entity Which is Publicly Traded:**

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

of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

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

**OR**

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

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**AND**

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

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Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Notary Public) \_\_\_\_\_  
(Affiant)

My Commission expires: \_\_\_\_\_  
(Print name of affiant and title if applicable)  
(Corporate Seal if a Corporation)

**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.

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 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.

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

SIGNATURE: \_\_\_\_\_  
(Original Signature Required)

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



**EXHIBIT D: DISCLOSURE OF INVESTMENT ACTIVITIES IRAN**

**OPS Number:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

is not providing goods or services of \$20,000.00 or more in energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy section of Iran,

**AND**

is not a financial institution that extends \$20,000.00 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Florence under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines above by completing the boxes below.**

<b>Name:</b> _____ <b>Relationship to Proposer:</b> _____
<b>Description of Activities:</b> _____ _____
<b>Duration of Engagement:</b> _____ <b>Contact Phone No.:</b> _____

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

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the 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 at N.J.A.C. 17:27.**

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

The contractor and the Township of Florence (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 of 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 obligations 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.