

**Lower Township  
Municipal Utilities Authority**



**Request for Proposals for Professional Services  
under a Fair and Open Process**

**For**

**SCADA & Instrumentation Consultant Contract**

**April 2, 2026 to January 31, 2027**

**THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED  
AND READ UNTIL MARCH 31, 2026 AT 2:00 p.m.**

**Lower Township Municipal Utilities Authority  
2900 Bayshore Road  
Villas, NJ 08251**

**Phone (609) 886-7146**

**GENERAL INFORMATION AND SPECIFICATIONS FOR**  
**PROSPECTIVE CONTRACTORS SUBMITTING PROPOSALS FOR 2025**  
**CONTRACT FOR SCADA AND INSTRUMENTATION CONSULTANT**

**I. Background Information.**

- a. **Reporting Entity.** The Lower Township Municipal Utilities Authority (“Authority” or “LTMUA” or “MUA”) is an independent authority which was created in 1968 by Ordinance of the Township of Lower under the New Jersey Municipal and County Utilities Authorities Law (the “Utilities Authority Law”) P.L. 1957, c. 183, s. 1, (N.J.S.A. 40:14B-4 *et. seq.*). The Authority was created for the purpose of constructing and operating a sanitary sewerage system for the collection and disposal of wastewater and a water supply and distribution system within the Township. The Authority is responsible for the distribution of drinking water and the collection of sewage in the Township of Lower in Cape May County, New Jersey.
- b. **Location of Records.** Computerized files, accounting records, documents, vouchers, reports, archives, etc. will be found at the following location:

Lower Township Municipal Utilities Authority  
2900 Bayshore Road  
Villas, New Jersey 08251

c. **Assistance Available.**

- i. Independent Consultant – With prior approval from the client, it is an accepted practice in the public consulting profession for the immediate past Consultant to exchange basic client information related to past projects, designs and inspections with the incoming Consultant. Therefore, given permission by the Authority it is assumed that certain electronic files, digital files, paper files, plans and work papers will be made available to the successful Consultant.
- ii. Executive Director: Is the central oversight and coordinating officer for the Authority on construction projects.
- iii. Director of Operations & Maintenance: Has responsibility for the operations of the water and wastewater treatment facilities and will provide logistical support as may be needed.

- d. **Miscellaneous.** Additional information that will assist the prospective firm in further evaluating the relative complexity of the engagement:
  - i. The size of Lower Township in Square Miles - 27.8
  - ii. Population 24,000 year 90,000 seasonal
  - iii. Customer accounts (approx.) Water – 11,700; Sewer -12,900
  - iv. Number of purchase orders processed approx. – 900 per year
  - v. Water Storage Tanks - 2.66 mg
  - vi. Standpipe – 2
  - vii. Elevated – 1
  - viii. Hydro Sphere – 1
  - ix. Wells in operation – 6
  - x. Sewer pump stations in operation – 27
  - xi. Activated Sludge Sewerage Treatment Plant 4.0 - mgd

**II. Invitation to Submit Proposal.** The Authority is requesting proposals from individuals and/or firms for the following contract for the year 2026: SCADA and Instrumentation Consultant. The proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5, *et. seq.*

**III. Submitting and Delivery of Proposals. One (1) original hard copy and one (1) PDF digital copy** of the Proposals must be submitted on or before March 31, 2026 at 2:00 p.m. and may be submitted either by mail or in person by the prospective contractor or his agent. Proposals must be enclosed in a sealed envelope and plainly marked “Proposal for 2026 Authority Consultant Contract” and the envelope also shall have plainly marked on it the name and address of the prospective contractor.

**IV. Time and Place for Acceptance of Proposals.** The Authority Secretary has been designated as the person authorized to receive all proposals. All proposals must be submitted in sealed envelopes to the Authority Secretary, Lower Township Municipal Utilities Authority, 2900 Bayshore Road, Villas, New Jersey, 08251, either by mail or in person by the prospective contractor or his agent on or prior to March 31, 2026 at 2:00 p.m., prevailing time. The Authority Secretary will record the date and time of receipt of all proposals on the sealed envelope. No proposal will be received after the time designated for receipt.

**V. Contract Description; Qualifications; Proposal.**

a. **Contract Description.**

- i. **Consultant.** The contractor shall have a minimum of ten (10) years of experience in developing, maintaining and installing water and wastewater SCADA and instrumentation systems and software utilized in water production wells, water storage facilities, wastewater pump stations and wastewater treatment plants. The LTMUA currently utilizes Ignition (WWTP) and SCADATA (wells & some pump stations) software. The LTMUA is planning on phasing out the SCADATA software. Consultant shall report to the Executive Director and Operations Superintendent on an as needed basis.
- ii. **Project Review.** The Consultant will review projects requiring SCADA and/or instrumentation as directed.
- iii. **Authority Projects.** The Executive Director may from time to time request the Consultant to review or inspect the existing SCADA and Instrumentation system(s) to provide insight on operational issues. The Consultant may be

requested to prepare proposals for the repair and/or replacement of SCADA and Instrumentation systems at the Authority's request.

- iv. **Project Plans and Reports.** The Consultant shall submit copies of all correspondence, reports and construction plans to the Authority. All reports or plans shall be in paper and digital formats (i.e., Word, AutoCad, ESRI GIS shape formats. PDF, etc.) All original reports, plans and prints are the property of the Authority and shall be turned over to the Authority for safe keeping.
- b. **Qualifications.** The contractor shall possess all required State of New Jersey licenses or certifications. A New Jersey Electrical Contractor license shall be considered a plus.
- c. **Insurance.** The successful firm(s) must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting:
  - i. **Professional Liability.** Malpractice minimum of \$1,000,000.00 coverage, \$1,000,000.00 Errors and Omissions.
  - ii. **Workers Compensation and Employers Liability.** Statutory coverage for New Jersey; \$1,000,000.00 Employers Liability; Broad Form All-States Endorsement.
  - iii. **Comprehensive General Liability.** \$1,000,000.00 per occurrence (combined single limit personal injury/property damage)/\$2,000,000.00 aggregate, including products/completed operations and contractual liability insurance. The Authority shall be named as additional insured with respect to general liability.
  - iv. **Auto Liability.** \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).
  - v. **Indemnification.** The selected firm shall defend, indemnify and hold harmless the Authority, its officers, agents and employees from any and all claims and costs, including reasonable attorney's fees, of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the firm's negligent acts or omissions under this agreement.
  - vi. **Certificates of Insurance.** Prior to commencing work under contract, the successful firm shall furnish the Authority with evidence that it has procured the insurance coverage required herein and otherwise giving evidence that the insurance required herein has been procured. Insurance policy declarations pages or a certificate of insurance are acceptable forms of proof of insurance. The selected firm must give the Authority thirty (30) day notice of cancellation, non-renewal or change in insurance coverage.
  - vii. **Proposal.** The resumes or *curricula vitae* of all individuals who will perform services under the contract on behalf of the Authority shall be submitted with the prospective contractor's proposal. Additionally, the prospective contractor's proposal, at a minimum, should include the following information:

- a) Name and address of the firm and the contact individual or corporate officer authorized to execute agreements as the Consultant for the Authority.
- b) A brief description of the firm's history, ownership, and organizational structure, location of its management, charter authorization, and licenses to do business in the State of New Jersey.
- c) An affirmation that the respondent is properly licensed.
- d) An affirmation that the respondent does not have a record of substandard work with the State of New Jersey and the Authority.
- e) An affirmation that the respondent meets any other specific qualification requirements imposed by Federal or State law.
- f) The prospective contractor's proposal shall clearly set forth the proposed financial compensation to be paid to the contractor under the contract.
- g) **A proposed contract is attached to this RFP.**

**VI. Selection Process & Award of Contract.** Upon receipt of proposals, the Authority Secretary will transmit copies of each proposal to a review committee that consists of the MUA Executive Director and Director of Operations & Maintenance and one board member of the Authority as the Chairman may designate. Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation of the prospective contractor in the field that is the subject matter of the contract;
- b. Knowledge of the Authority, issues that are unique to the Authority and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the Authority or its various departments;
- d. Compensation proposal; and
- e. Other factors as demonstrated to be in the best interest of the Authority.

Upon completion of the review process, the review committee shall transmit its findings and recommendations to the Authority which may award the subject contract on or about April 1, 2026 by resolution.

**VII. Obligation of Prospective Contractor.** At the time of receipt of proposals, each prospective contractor will be presumed to have read and to be thoroughly familiar with the contents of the Notice of Availability of Requests for Proposals that has been posted on the Authority's website or published and with the contents of this document.

The failure or omission of any prospective contractor to receive or examine either document shall in no way relieve any prospective contractor from any obligation with respect to the proposal submitted.

**VIII. Investigation of Qualifications.** The Authority will make such investigations as it deems necessary to determine the responsibility of the prospective contractor and the prospective contractor shall furnish the Authority all such information as may be requested by the Authority

notwithstanding the fact that the release of such information to the Authority may result in the disqualification of the prospective contractor and the proposal submitted.

The Authority may, at its discretion, require certain respondents to give an oral presentation and/or to submit written responses to questions from the Authority for the purpose of clarifying or elaborating on the proposal. No comments regarding other respondents or proposals are permitted, and respondents may not attend presentations by their competitors. Respondents shall not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal.

The Authority reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such prospective contractor fails to satisfy the Authority that such prospective contractor properly is qualified to carry out the obligations of the contract for the work as provided and as described in this document.

- IX. Signing of Proposal Documentation.** The proposal documentation that is submitted by the prospective contractor shall be signed by the individual or on behalf of the entity to be bound by the contract.
- X. New Jersey Business Registration Certificate; Ownership Disclosure Statement; Disclosure of Investment Activities in Iran.**
- a. **New Jersey Business Registration Certificate.** Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Under the provisions of N.J.S.A. 52:32-44b(1), contractors shall provide the Authority a copy of their New Jersey Business Registration Certification prior to award of a contract by the Authority. Therefore, it is strongly recommended that prospective contractors include with their proposal a copy of their New Jersey Business Registration Certificate at the time that their proposal is submitted to the Authority.
  - b. **Ownership Disclosure Statement.** Prospective contractors are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. An Ownership Disclosure Statement is annexed.
  - c. **Disclosure of Prohibited Investment Activities in Iran, Russia and Belarus.** Prospective contractors are required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, 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 or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. A Certification is annexed.
- XI. Miscellaneous.**
- a. The Authority specifically reserves the right to reject all proposals and to not award the subject contract. Nothing herein shall be construed as an obligation on the part of the Authority to award the subject contract under the fair and open procedures described

above and the Authority, after review of the proposals that have been submitted, if deemed to be in the best interests of the Authority, specifically reserves the right to award the subject contract by utilizing the alternate method procedures that are set forth at N.J.S.A. 19:44A- 20.5, *et. seq.*

- b. All contracts awarded by the Authority shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.
- c. The Authority may, at any time upon immediate notice in its discretion, terminate the Contract with or without cause. In the event the Authority elects to terminate the Contract for reasons not the fault of the Consultant, then the Consultant shall be entitled to compensation for services performed to date of termination which have been accepted to the satisfaction of the Authority.
- d. For additional information contact: Stephen Blankenship, Executive Director, Lower Township Municipal Utilities Authority, 2900 Bayshore Road, Villas, New Jersey, 08251, Telephone: 609-886-7146; email: mbailey@ltmua.org

**XII. Proposal Documents Checklist.** Prospective Contractors are required to submit **one (1) original hard copy and one (1) PDF digital copy** of all of the following documents:

- \_\_\_\_\_ Proposal in the form described above.
- \_\_\_\_\_ Ownership Disclosure Statement
- \_\_\_\_\_ Proof of Required Insurance
- \_\_\_\_\_ Disclosure of Investment Activities in Iran
- \_\_\_\_\_ New Jersey Business Registration Certificate (Prior to award of contract)
- \_\_\_\_\_ Resumes or *curricula vitae* of all individuals who will perform services under the contract
- \_\_\_\_\_ Proposed contract

**Where a form is provided by the Authority with these Specifications, prospective contractors are required to utilize the form supplied and substitutions will not be accepted. If more space is needed to complete any form that is supplied than has been provided in the form, then extra pages are to be attached to the form for which extra space is needed.**

**Pursuant to the provisions of N.J.S.A. 52:32-44b(1), contractors shall provide to the Authority a copy of their New Jersey Business Registration Certificate prior to award of a contract.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II:**

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. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III: DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV: Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Lower Township Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Lower Township Municipal Utilities Authority** to notify the **Lower Township Municipal Utilities Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Lower Township Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**

**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**

**PART 1**

**COMPLETE PART 1 BY CHECKING ONE OF THE TWO 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/CONTRACT AMENDMENTS AND EXTENSIONS**

**I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 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.)*

**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**

**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.

**CERTIFICATION**

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 Township of Branchburg 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 Township of Branchburg to notify the Township of Branchburg 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 Township of Branchburg and that the Township of Branchburg at its option may declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
*Printed Name of Authorized Agent*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name/Person/Entity*

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

The contractor and the Lower Township Municipal Utilities Authority, (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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

**SAMPLE CONTRACT**

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

THIS CONTRACT made and entered into as of this fourth (4<sup>th</sup>) day of February 2026 between the **LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY** (hereinafter referred to as “Authority”) and the firm of \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”).

WITNESSETH:

WHEREAS, the Authority requires an \_\_\_\_\_ to provide professional services to the Lower Township Municipal Utilities Authority, its Members, Executive Director and Finance Manager, including advice and assistance, and to perform all other duties and functions of an \_\_\_\_\_ of the Authority; and

WHEREAS, \_\_\_\_\_ desires to perform the duties required of an \_\_\_\_\_; and

WHEREAS, the Chair and Secretary of the Authority are hereby authorized and directed to execute this Contract; and

WHEREAS, the “Local Public Contract Law”, N.J.S.A. 49A:11-1 et seq. requires the execution of written contracts for the services awarded herein;

NOW, THEREFORE, IT IS AGREED between the parties that in consideration of the promises and covenants contained herein as follows:

1. Contract Awarded Under a Fair and Open Process:

This Contract is awarded pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law). This contract is to secure the rendering of Authority professional \_\_\_\_\_ services. The parties agree that the professional services to be rendered by the \_\_\_\_\_ to the Authority may be undertaken by any qualified \_\_\_\_\_ who is a partner, associate or agent in the firm of \_\_\_\_\_

2. Duties of the \_\_\_\_\_:

The \_\_\_\_\_ shall have the following powers and duties under this Contract:

- (a) Perform those \_\_\_\_\_ services assigned to him for the Authority, including such advice and assistance to the members of the Authority, all departments, boards and bodies, and such additional services as may be required from time to time as prescribed by the laws of the State of New Jersey.
- (b) Devote his best efforts to advance the interest of the Authority in accordance with the code of \_\_\_\_\_ in the State of New Jersey.
- (c) Carry professional liability insurance with policy limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate and general liability insurance, including workers’ compensation insurance at the statutory limits and automobile insurance, in the amount of \$2,000,000.00 in the aggregate. The \_\_\_\_\_ agrees to hold the Authority harmless from and against any claims of any persons who are injured or otherwise damaged as a result of the negligent acts of the \_\_\_\_\_, or any of his agents, servants or employees.
- (d) Adhere to the affirmative action requirements as outlined on Exhibit “A-1” attached hereto and by this reference made a part hereof.
- (e) Supervise and direct the work of such additional and technical and professional assistants as the Authority may authorize for special or regular employment in or for the Authority.
- (f) Attend any regular meetings, work sessions and special meetings as may be required.
- (g) Conduct all authorized \_\_\_\_\_ services on behalf of the Authority.

3. Term of Office

The term of this Contract shall be for one (1) year from the fourth (4<sup>th</sup>) day of February 2026 through Reorganization 2027 or until a subsequent \_\_\_\_\_ Contract or appointment as the \_\_\_\_\_ is made.

**SAMPLE CONTRACT**

4. Compensation

The \_\_\_\_\_ shall be compensated as follows:

- (a) Schedule of Fees: The \_\_\_\_\_ shall be reimbursed for services rendered in accordance with the Schedule of Fees attached hereto as Exhibit "B" and by this reference incorporated herein.
- (b) Other Services: All services performed by \_\_\_\_\_ shall be authorized by the Authority and billed on a time and materials basis as recorded by the \_\_\_\_\_ and approved by the Executive Director unless the Authority agrees to other fee arrangements. The Authority shall pay the \_\_\_\_\_ amounts on a monthly basis, as recorded and itemized on a voucher submitted to the Authority, based on the Schedule of Fees for professional services specified above.

5. Cost and Expense

The Authority shall reimburse the \_\_\_\_\_ for the costs of printing, photocopying, and postage costs expended in handling Authority matters. The Authority shall not reimburse the \_\_\_\_\_ for travel time, telephone charges, tolls and mileage expended in handling Authority matters within Cape May County, New Jersey.

6. Records and Papers

All papers, documents, memoranda, plans, specifications and reports, and all material relating to the position of the Authority, or copies thereof, are the property of the Authority and shall, upon termination or expiration of this Contract, be made available to the \_\_\_\_\_ successor to be used in the best interest of the Authority.

7. as an Independent Contractor

It is understood and agreed between the parties hereto that they \_\_\_\_\_ shall continue to maintain their office for the private practice of \_\_\_\_\_ from which they shall conduct the duties of the \_\_\_\_\_ and represent such other private clients as may employ them. The Authority shall be under no obligation to provide rent, equipment, utilities, telephone, stationery, supplies, clerical staff nor other items generally assumed to be included in the overhead costs of an \_\_\_\_\_ office.

THIS CONTRACT constitutes the full and complete understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

LOWER TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Name/title under signature)

\_\_\_\_\_  
Name/title under signature)