

**Town of Kearny Request
for Proposals
Lead Service Water Line (“LSL”) Replacement Services**

Background

The Town of Kearny owns a water supply, transmission and distribution system for the purpose of providing water supply to the residents and businesses in Kearny. Suez Water Environmental Services, Inc., operates the system under a five year agreement with the Town. In general, the system consists of the following:

- Bulk water supply interconnection with NJDWSC with the point of connection being at the City of Newark Belleville Reservoir.
- Water Transmission mains ranging in size from 48" to 16" diameter
- Water supply
 - Interconnections to
 - Jersey City
 - Passaic Valley Water Commission
 - Bayonne
 - East Newark
- Water transmission and distribution mains ranging in size from 4" to 48" with a total length of transmission and distribution mains of approximately 115 miles.
- Approximately 2,500 transmission and distribution system valves (not including small diameter valves - such as curb valves - of which there are approximately 8,100). 707 fire hydrants throughout the transmission and distribution system. 7,811 service connections.

New Jersey Lead Service Line Replacement Law

In July, 2021, the State of New Jersey enacted the Lead Service Line Replacement Act (“LSLR Act”) as an amendment to the Safe Drinking Water Law. The following deadlines are included in the LSLR Act.

Date/Time-Frame	Description
1/22/22	Initial service line inventory. Submitted by the Town on January 21, 2022. (133 known lead service line were identified)
2/21/22	Written notifications of LSL to the 133 known lead service lines location (completed)
7/22/22 (and annually thereafter)	Update inventory of Lead Service Lines
7/22/22 (and update annually thereafter until all LSLs are identified and replaced)	Develop LSL replacement plan
7/22/31	Replacement of all lead service lines

Scope Services

The Town of Kearny is seeking a qualified engineer or water services firm to assist the Town in complying with the LSLR Act beginning with the compliance tasks due July 22, 2022. These tasks include

- Support for customer communication required by the LSLR Act.
- Collection of pipe material data, including scheduling of inspection for the swabbing of customer service lines.
- Development of a GIS-Based Inventory to be posted on-line and updated annually.
- Development of a LSL Replacement Plan.
- Compile and submit all periodic regulatory reports to applicable agencies.
- Provide all notifications of any kind to regulatory agencies as required by existing Federal and State Safe Drinking Water Act regulations.
- Provide regulatory laboratory analysis. Cost of off-site certified laboratory testing will be paid by Kearny.

Period of Service

The lead service line replacement company shall initiate services beginning on or about April 18, 2022 and the term of this shall be for three (3) years, with the extension of the period for additional one year terms (not exceeding seven extensions) at the mutual agreement between the lead service line replacement company and Kearny.

Cost of Services

The lead service line replacement company shall provide a lump sum fee for providing the scope of services listed herein for each year of the three (3) year period and shall provide a separate lump sum fee per one-year period for extended services. The lump sum fee will be paid in monthly installments at the close of each month upon presentation of an invoice by the selected company.

Conditions, Terms and Limitations: Reservation of Rights

The Town shall be the sole judge of each Proposer's conformance with the requirements of this RFP. The Town reserves the right: to amend, modify or withdraw this RFP; to waive any immaterial inconsistencies in any submission to the requirements of this RFP; to request supplemental or additional details or clarifying statements or information from any Proposer to this RFP; to correct deficient responses that do not completely confirm with this RFP; to waive any conditions or modify any provisions of this RFP with respect to one or more Proposers; and to cancel this RFP and "opt out" of the RFP process, for any reason or no reason, all in the Town's sole discretion. The Town may exercise any such rights at their sole discretion at any time, without notice or liability to any Proposer or other parties for costs, expenses or other obligations incurred in the preparation or review of a response or otherwise.

The information set forth in this RFP or made available through the Town's website is believed to be accurate, but is not so warranted, and the Town shall not have any responsibility or liability for any errors or omissions, or inaccurate or inconsistent information included as part of this RFP. Accordingly, Proposers are advised to verify independently the accuracy of all information and to make their own judgments in evaluating this RFP. Further, no meaning should be attributed to any of the terms hereunder that are not explicitly set forth herein.

Proposals

Proposals will be accepted by Kearny and must be submitted in written form at the office of the Kearny Business Administrator, Kearny Town Hall, 402 Kearny Avenue, Kearny, NJ, on March 31, 2022 no later than 3:00 pm. Local time.

The proposal document must describe the Proposer's approach to providing the services and the level of staffing to be provided by the proposer. It shall also include the attached Administrative Documents.

Contracts

The successful vendor will be required to comply with the following:

- N.J.S.A. 10:5-31 et seq.
- N.J.A.C. 17:27
- N.J. Prevailing Wage Requirements (if applicable)
- Non-Collusion – Anti-Kickback Requirements
- P.L. 1977, c. 33 Ownership Disclosure Requirements
- New Jersey Business Registration Certification
- W-9
- Iran Certificate.

Any contract awarded pursuant to this RFP shall contain the contractor's agreement to comply with state affirmative action requirements, the Town's living wage ordinance, and laws governing political contributions, including those that would apply to contracts that are not awarded under the state's "Fair and Open" statute.

Administrative Documents

The following documents and information are required to be submitted with this proposal and shall become part of the final Contract between the Town of Kearny and the successful vendor:

- _____ Proposal Form
- _____ Experience and Qualifications Questionnaire
- _____ Non Collusion Affidavit
- _____ Public Disclosure Statement
- _____ Financial Statements (including SSAE 16 Audit Documentation)
- _____ Bank References
- _____ Statement of Tax Compliance
- _____ New Jersey Business Registration Certification
- _____ Affirmative Action Compliance Notice
- _____ Mandatory EEO Language (Exhibits A & B)
- _____ Americans with Disabilities Act of 1990
- _____ Consent of Surety
- _____ Performance Bond (provided within 10 days of award)
- _____ Certificate of Insurance (provided within 10 days of award)
- _____ List of all Subcontractors
- _____ Copy of Public Works Contractor Registration
- _____ Corporate History & Background
- _____ Acknowledgement of receipt of addenda or revision
- _____ *W-9*

List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions":

Proposal Form

To: Town of Kearny
402 Kearny Avenue
Kearny, NJ 07032

From: _____

The undersigned has reviewed the proposal submitted in response to the Request for Proposals (RFP) issued by the Town of Kearny in connection with the need for the following:

RFP: Lead Service Line Replacement

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications at the following prices within the time constraints.

Personnel Services	\$ _____
Utilities	\$ _____
Equipment Materials/Supplies	\$ _____
Outside Services	\$ _____
Solid Waste Management	\$ _____
Maintenance and Repairs*	\$ _____
Customer Service	\$ _____
Other (Identify)	\$ _____
Overhead/Profit	\$ _____

TOTAL CONTRACT FOR 1 YEAR \$ _____

Annual Increase for years 2 and 3 _____ %

Business Name: _____

Respondent's Name (print): _____

Respondent's Signature: _____

Experience and Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience and Qualifications Questionnaire

Please provide five (5) references below:

Name: _____ **Phone:** _____
Address: _____
Equipment/Service Provided: _____
Contract Amount: _____

Name: _____ **Phone:** _____
Address: _____
Equipment/Service Provided: _____
Contract Amount: _____

Name: _____ **Phone:** _____
Address: _____
Equipment/Service Provided: _____
Contract Amount: _____

Name: _____ **Phone:** _____
Address: _____
Equipment/Service Provided: _____
Contract Amount: _____

Name: _____ **Phone:** _____
Address: _____
Equipment/Service Provided: _____
Contract Amount: _____

Public Disclosure Statement

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or School District contracts 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 or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) or greater interest therein.

Please check the box that indicates the ownership structure of the bidder/vendor and sign below:

- Partnership Corporation Sole Proprietorship

If a Corporation:

___ 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.

___ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholders:

Name	Address	% Own

Subscribed and sworn before me this

_____ day of _____ 20__

_____ Affiant

_____ Notary Public

_____ Print Name/Title

****This statement MUST be completed, notarized and included with proposal****

Non-Collusion Affidavit

STATE OF NEW JERSEY
TOWN OF KEARNY ss:

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with 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 this affidavit are true, correct, and made with full knowledge that the Town of Kearny relies upon the truth of the statements contained in said Proposals 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.

Signature of Representative: _____

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

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

Statement of Tax Compliance

Pursuant to the STATE OF NEW JERSEY STATUTE, I certify under the pains and penalties of perjury that the Contractor, to the best of my knowledge and belief, has complied with all laws of the STATE OF NEW JERSEY regarding taxes, including the filing of relevant tax returns and the payment of any taxes required by law.

DATED THIS _____ DAY OF _____, 20____.

PROPOSER:

BY: _____

TITLE: _____

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~S12101 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 thereunto, are made a part of this contract. In providing any act, 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 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 must incur 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 proceedings are 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, indemnity, 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.

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.

Business Name (print): _____

Representative's Name (print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____ **Date:** _____

Mandatory EEO Language

EXHIBIT A
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 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, 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 non discrimination 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.

Mandatory EEO Language

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 and EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Business Name: _____

Business Owner Name (print): _____

Business Owner Signature: _____

Date: _____

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

The 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, Band C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a

construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided

the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____