

City of Somers Point  
1 West New Jersey Avenue  
Somers Point, NJ 08244

Notice of Requests for Proposals  
**Storm Drain Cleaning & Television Inspection**

Notice is hereby given that pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (New Jersey Pay to Play Law), the City of Somers Point, County of Atlantic and State of New Jersey is seeking Requests for Proposals for

**Storm Drain Cleaning & Television Inspection**

This proposal is being solicited through a fair and open process, N.J.S.A.29:44A-20.5 et seq.

Requests for Proposals (RFP's) are on file in the Office of the City Clerk, Somers Point City Hall, 1 West New Jersey Avenue, Somers Point, New Jersey 08244.

All proposals must be received by the City Administrator no later than 2:00 PM on May 20, 2019 at which time they will be publicly opened, announced and recorded in the City Administrator's Office.

All questions concerning this notice must be addressed to Greg Schneider, City Engineer, via email at [greg@mottassociates.net](mailto:greg@mottassociates.net)

By responding to this RFP the contractor acknowledges and agrees to adhere to the guidelines set forth below in Attachment A.

**The submission must be in a sealed envelope, clearly marked on the outside as "Proposal for Storm Drain Cleaning & Television Inspection Services."**

**The submission must include one (1) Original Hard Copy, either bound or unbound, and one (1) Copy that can be either a Digital Copy on compact disc in PDF format or an unbound hard copy.**

The submission must be delivered no later than 2:00 PM on May 20, 2019 to:

**Wes Swain, City Administrator**  
**City of Somers Point**  
**1 W. New Jersey Avenue**  
**Somers Point, NJ 08244**

Proposals will be evaluated by the City of Somers Point on the basis of most advantageous, price and other factors considered. The evaluation will consider:

1. Experience and reputation in the field.
2. Knowledge of the subject matter to be addressed under the contract.
3. Availability to accommodate the project schedule.
4. Compensation proposals.
5. Other factors if demonstrated to be in the best interest of the City of Somers Point.

Note that the City of Somers Point has the right to reject any and all proposals in part or in their entirety. Also, the City of Somers Point expressly reserve the right to waive any informalities, irregularities or minor defects in the proposals received.

### **GENERAL INFORMATION FOR CONTRACTORS**

1. The City reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities in the proposals, and unless otherwise specified by the contractor, to accept any item in the proposal, should it be deemed in the best interest of the City to do so.
2. In case of default by the contractor, the City of Somers Point may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
3. The contractor, if awarded a contract, agrees to protect, defend and save harmless the City against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.
4. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy of protection as per the following limits:

#### Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

#### Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

#### Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.

2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

The contractor shall provide a certificate of insurance to the City, naming the City as additionally insured upon award of the contract.

5. It is to be understood by the contractor that this proposal is submitted on the basis of specifications prepared by the City and the fact that any contractor is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Contractors must use the proposal form furnished in this RFP when submitting their proposal.
7. A copy of contractor's New Jersey Business Registration Certificate should be included with the proposal. If it is not, it will be required prior to award of the contract.
8. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the City. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
9. Payments will be made upon the approval of vouchers submitted by the successful contractors in accordance with the requirements of the City of Somers Point's procedures. The City will not pay interest or late fees regardless of language provided.
10. Contract will be awarded on a lump sum basis.
11. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
12. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful contractor, if applicable. The current Prevailing Wage Rates can be found online.

13. Equal or Tie Proposals. The City of Somers Point reserves the right to award at their discretion to any one of the tie contractors where it is most advantageous for the City to do so, pursuant to N.J.S.A. 40A:11-6.1.
14. The City of Somers Point is exempt from any State sales tax or Federal excise tax.
15. For purpose of evaluation where an equivalent product is being furnished, contractor must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the proposal fully complies with our specifications.
16. Quantities shown are approximate and the City reserves the right to decrease or omit quantities. The City also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price proposal.
17. The contract shall be in effect for thirty (30) days from date of award or until delivery is complete unless otherwise stated. The City reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
18. Proposals may be hand delivered or mailed per legal notice to contractors. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals to the contractor unopened.
19. Delivery shall be made upon receipt of a Purchase Order issued by the City, upon which delivery locations and needed quantities shall be indicated.
20. All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
21. Public Works Contractor Registration Act. The contractor must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
  - All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
  - Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.
  - Contractors are encouraged to submit their and all named contractors' Public Works Contractor Registration Certificates with the proposal.
22. NJ ONE CALL. By presenting a proposal, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful contractor will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

**STORM DRAIN CLEANING AND TELEVISION  
INSPECTION AT VARIOUS LOCATIONS**

**INTENT**

The purpose of this proposal is to provide the City of Somers Point with a Contractor who will provide Storm Drain Cleaning and Television Inspection services as further described and specified herein. The work contemplated by these specifications may be undertaken on any road or street in the City of Somers Point under the jurisdiction of the Engineering Department.

**NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the City of Somers Point which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the City shall require.

**AVAILABILITY OF FUNDS**

The City's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for payment of any money shall arise unless, and until, funds are made available each year to the Purchasing Agent.

**STORM DRAIN CLEANING AND TELEVISION INSPECTION**

**Description**

For the respective unit prices proposal per hour of work under the various subdivisions of this item, the Contractor shall clean, or clean and inspect, by closed circuit television existing storm drains stated in the proposal designated by the Engineer.

The work shall include all labor, tools, equipment and related items as may be required for the complete cleaning or cleaning and internal inspection and television monitoring (including bypass plumbing, drain dewatering and associated work) of the storm drain and removing and disposing of all deposits cleaned from the drains.

All storm drains shall be thoroughly cleaned and permit an unrestricted inspection by closed circuit television. All storm drains will be cleared prior to television inspection. If the television inspection shows drains were improperly cleaned, the Engineer will direct the appropriate cleaning and re-cleaning. Re-cleaning shall be done at no additional cost.

The purpose of the television inspection work is to determine the structural condition of the storm drains and identify areas of the storm drains with vertical misalignments, collapsed or broken pipe.

## Cleaning Procedures and Equipment

The Contractor shall clean storm drains prior to internal inspection, utilizing cleaning equipment approved for use by the Engineer. The Contractor shall ensure that the unit price proposal for the cleaning item shall be sufficient payment for removing all shapes, sizes and quantities of debris.

Cleaning equipment may consist of hydraulic high pressure jet machines, heavy duty power rodding machines capable of cleaning distances covered under the Contract in one step and heavy duty bucket machines that can be used to drag line work with buckets, brushes, scrapers, swabs or other similar devices. The heavy duty equipment may be necessary for the removal of roots or heavy debris.

**Water for equipment must be obtained by renting a hydrant meter from New Jersey American Water. Decanting of water used for cleaning shall be done at the Somers Point Sewer Department yard off Defeo lane in the City**

Power rodding equipment shall have the capability of spinning the rod either clockwise or counter-clockwise. The equipment shall also be capable of pushing or pulling the rod without rotating the machine.

All cleaning equipment, including machines, devices, tools, etc., required for the entire cleaning operations shall be owned or leased and operated by the Contractor. The Contractor will certify that backup cleaning equipment is available and can be delivered to the site within twenty-four (24) hours. The Contractor shall also submit his equipment list to the Engineer before commencement of the work.

The equipment utilized shall be capable of removing all sand, dirt, rocks and other debris, including roots (where ordered by the Engineer), from the drain line to allow adequate internal inspection (in the opinion of the Engineer) of all internal surfaces. The equipment used shall suit the conditions and size of the sewer to be cleaned.

Cleaning shall be performed in the seventy-two (72) hour period immediately before closed circuit television inspection.

All safety precautions outlined in the General Requirements, or required by agencies having jurisdiction, shall be followed by the Contractor during cleaning operations. The cost of such precautions shall be included in the price proposal for this item.

All precautions shall be taken by the Contractor to protect the storm drain from damage that might result from the use of unsuitable equipment or improper use of approved cleaning equipment. Any drains damaged during the cleaning operations as a result of the Contractor's operations shall be promptly repaired to an acceptable condition (as determined by the Engineer) by and at the expense of the Contractor. If the Contractor's cleaning equipment becomes immobilized within a storm drain, exits the line through broken pipe or portions break off within a storm drain, said equipment shall be retrieved at the Contractor's expense. The Contractor shall act immediately to remedy problems created by the cleaning procedure, which represent a hazard to the general public, such as the collapse of the ground surface above a storm drain. If equipment retrieval necessitates excavation, the Contractor shall be responsible for accomplishing the work at his own expense. Following removal of the equipment, the Contractor shall restore the line and the site in accordance with the construction specifications of the governing body having jurisdiction.

## Debris Disposal

The Contractor shall dispose of debris generated by storm drain cleaning activities under this contract at the Contractor's expense.

## Closed Circuit Television Inspection Procedure and Equipment

The inspection will be done one (1) reach (distance between two consecutive manholes) at a time. The reach being inspected will be suitably isolated from the remainder of the sewer system by restricting all upstream flows to allow maximum exposure of the pipe being inspected.

In some instances, more than one (1) sewer reach may have to be inspected per set-up (buried manholes). In these instances, the Contractor shall have adequate cable to deploy the television camera.

Television equipment used for the inspection shall be specifically designed and constructed for storm drain inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions and shall be capable of showing the entire inside periphery of the pipe. The camera shall develop and transmit a sharp picture on video bandwidths only. Picture transmission systems that require the use of R.F. suppressors and are subject to local transmitters' interference shall not be used. The camera shall be equipped with an automatic light compensating iris, adjustable optical focus and automatic white balancing circuitry. The camera adjustments shall be set to produce a clear, sharp picture of the internal conditions within the storm drain. The camera lens shall be cleaned prior to each deployment in the storm drain. A television picture with interferences, lines, blurry vision or distortions will not be acceptable. Television equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the job site and replaced with acceptable equipment at no additional cost. The Contractor shall certify that backup equipment is available and can be delivered to the site within twenty-four (24) hours. He shall also submit an equipment list to the Engineer for approval before commencement of the work.

The camera shall be moved through the storm drain in either direction (dependent upon the site's condition) at a uniform, slow rate (no greater than thirty [30] feet per minute) that will allow a clear visual picture to be obtained. The camera shall pause for a minimum of three (3) seconds at every joint or defect observed with the storm drain to allow proper observation. Camera movement through the storm drain shall be accomplished by means of a winch and cables or by a motorized transporter (self-propelled camera). The movement of the camera shall be remotely controlled by the television inspection operator from the inspection vehicle.

The Contractor shall provide a mobile vehicle large enough to accommodate at least four (4) people at any one time for the purpose of viewing the monitor while the inspection is in progress. The owner's representative shall have access to view the television screen and observe all operations at all times.

## Record of Inspection

The Contractor will log the results of all observations and prepare whatever data may be required for record purposes. Measurement for location of features along the pipe alignment shall be at ground level by means of a counting meter to be provided and operated by the Contractor. The counting meter shall be mounted on the television reel power winding assembly. The meter shall be equipped with a

local mechanical readout for use at the rear of the television vehicle and an electronic counter which is connected to the data view system for display on the video tape. Marking on cable, or the like, which would require interpolation for depth of manhole will not be allowed. The counting meter shall accurately record the distance in feet, which the video cable has traveled. The measurement will be accurate to three-tenths (0.3) of a foot per ten (10) feet of inspected sewer reach length.

The Contractor shall furnish all equipment for video DVD recording. All storm drain inspections shall be recorded on DVD and provided to the Engineer for future reference. The video DVD recording shall begin at the center of the manhole of camera entry. The Contractor shall describe all features encountered while moving the camera from the center of the entry manhole to the distance in the pipe where he sets his footage meter. An audio recording of estimated footages shall be made for all features described prior to setting the footage meter. On the DVD, the Contractor shall provide during the actual television inspection an audio description of all defects, service connections, joints, discharges or other features considered important by the Engineer.

The date of the television inspection and the distance that the camera has traveled through a particular storm drain reach shall be continuously displayed on the recorded DVD. All DVDs obtained during the work shall be turned over to the Engineer and shall become the property of the owner. All costs for DVD recordings shall be included in the prices proposal. If the DVD recording is not complete or the quality is not satisfactory, the storm drain shall be re-inspected at the Contractor's expense.

The Contractor shall make a recording, audio and video, of any defects encountered in manholes designated as ingress and egress locations for internal inspection.

### Deliverables

The contractor shall provide to the City within five (5) working days of the cleaning/televising assignment the following items:

- Written log of cleaning/inspection of the system
- DVD of television inspection
- Map of system cleaned/televised referencing structures and obstructions noted in the video and/or written log
- Bill of lading/disposal tickets for debris removal

### Obstructions

Obstructions may be encountered during the course of the internal inspection that prevent the travel of the camera. Each occurrence shall be considered separately. Generally, however, the Contractor shall first attempt to pass the obstruction, and if failing in his attempt or if equipment damage may occur, withdraw the equipment and attempt internal inspections from the opposite end of the storm drain under inspection. Should additional obstructions be encountered after the first re-employment and no means are available for passing the obstructions without damage to the equipment, then the remaining sections of the storm drain not inspected shall be excluded from the work requirements of the Contract. No additional payment shall be made due to difficulties encountered during internal inspection. In addition, the Contractor shall have no claim for payment for internal inspection not completed due to obstructions.

Television inspection of blockages shall be performed at the direction of the Engineer and only in pipes where obstructions are found. Television inspection shall be performed from both sides of the obstruction. Television inspection will either be performed by the Contractor as directed by the Engineer on an hourly basis.

Some obstructions may be encountered which prevent the Contractor from stringing the cables used to move a television camera deployed by winches. An alternate method of moving the camera shall be employed. The internal inspection shall be attempted to determine the condition of as much of the storm drain as possible. The Contractor shall select the method of performing the internal inspection, i.e., pushing the camera with rods or a jet cleaning machine, or use of a self-propelled camera approved by the Engineer. The extent of the internal inspection accomplishment shall be at the discretion of the Engineer.

Should the Contractor's internal inspection equipment become immobilized within a storm drain, said equipment shall be removed from the line. If excavation is required to retrieve the Contractor's equipment, the excavation shall be accomplished by the Contractor at his expense. Following removal of the equipment, the Contractor shall restore the storm drain and the site in accordance with the construction specifications of the governing body having jurisdiction.

#### Storm Drain Dewatering

For Systems with submerged or partially submerged outfall(s) the Contractor shall plug the system, where and as needed, to allow the cleaning or cleaning and Television Inspection to proceed.

During the television inspection process, every effort shall be exerted to obtain a full view of the pipe interior. For instances where the camera lens becomes submerged or where a large portion of the pipe shall contain water, and these conditions persist for significant portions of the sewer being inspected, the Contractor shall attempt to dewater the pipe. The Engineer shall determine when dewatering procedures are necessary.

Dewatering can be accomplished with a pump and discharge hose or by the nozzle of a hydraulic high-pressure jet machine. If the jet machine is used, it shall precede the television camera through the sewer pipe. The nozzle of the jet machine shall work in conjunction with the television camera's motion and be positioned so that several feet of pipe length can be viewed by the camera. The dewatering procedure shall move standing or ponded water through the storm drain to a point within the storm drain downstream of the reach being inspected.

#### Traffic Control

Contractor shall be fully responsible for providing substantial traffic control as required in the Manual on Uniform Traffic Control Devices (MUTCD).

#### Measurement and Payment

Measurement of payment for cleaning and television inspection shall be made on an hourly basis regardless of the size of the pipes. Travel time to and from the site will not be considered as part of the work day and shall be included in the various items proposal. The Contractor is expected to work the full duration of the work period until or unless the work is complete.

In the event the Contractor's equipment breaks down for any reason, no payment will be made for those hours required to fix equipment.

The basis for non-acceptance by the Engineer shall be any evidence of poor cleaning observed on the video tape recording that prevents the proper internal inspection of the drain reach. No additional payment shall be made for the re-cleaning of drain reaches to an acceptable condition regardless of the number of times re-cleaning may be required. All measurements for payment shall be based upon the actual number of hours cleaning and television inspection.

No payment for services shall be made by the City until all deliverables for the work assignment have been received, reviewed, and accepted by the City.

Measurement and payment shall be made under the following items:

<u>Pay Item</u>	<u>Pay Unit</u>
Cleaning of Storm Drain	Hours
Television Inspection of Storm Drain	Hours
Water Usage	1000 Gallons
Disposal of Collect Debris	Ton

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**Proposal Introduction:**

On its own letterhead the Contractor shall provide brief introduction, to include the following:

1. Contractor's basic qualifications.
2. Identification the business address that will be responsible for providing services under the contract.
3. A statement of availability that indicates when the contractor is able to start the work after award of contract.
4. Description of previous experience, especially in the State of New Jersey. Contractors should provide at least two examples of projects successfully completed for other municipal, county, state or quasi-government agencies within the last three years. These examples should include contact names of individuals at the governing agency.

**Compensation Proposal:**

The Contractor shall use this sheet for the compensation proposal and include this sheet with its proposal.

Proposal for the furnishing and delivery of **STORM DRAIN CLEANING AND TELEVISION INSPECTION AT VARIOUS LOCATIONS** for the City of Somers Point.

**PRICE SCHEDULE**

<b>Item #</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit of Meas.</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Cleaning of Storm Drain	50	HOUR	\$ _____	\$ _____
2	Television Inspection of Storm Drain	24	HOUR	\$ _____	\$ _____
3	Water Usage	20,000	PER 1,000 GALLON	\$ _____	\$ _____
4	Debris Removal	6	TON	\$ _____	\$ _____
<b>TOTAL LUMP SUM (ADD ITEM #'S 1-4):</b>					<b>\$ _____</b>

CONTRACTOR: \_\_\_\_\_

BY: (Print Name) \_\_\_\_\_

BY: (Signature) \_\_\_\_\_

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

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

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**ATTACHMENT A**

**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.**