

COUNTY OF ESSEX, NEW JERSEY



REQUEST FOR PROPOSALS #15-089

**Consulting Engineering/Environmental Services for
Underground Storage Tanks Remediation at Various Essex
County Locations**

PROPOSAL DUE DATE AND TIME: May 15th, 2015 at 11:00 AM

REQUESTING AGENCY: Department of Public Works

CONTACT PERSON: James J. Jorgensen, QPA
Office of Purchasing
Fax #: (973) 621-5109

COUNTY OF ESSEX

If the box contains a
 vendor submit the executed form. If a
 vendor must read.

RFP DOCUMENT CHECKLIST

Please initial each item below once executed

		Page	
<input type="checkbox"/>	General Information	3	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	5-6	
<input checked="" type="checkbox"/>	Vendor Certification - sign	7	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - sign and notarize	8	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification Form - sign and notarize	9	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	10	
<input checked="" type="checkbox"/>	Statement of Certain Political Contributions complete, sign and seal	11	
<input checked="" type="checkbox"/>	Applicant's Qualifications and Representations – complete	12-17	
<input type="checkbox"/>	Insurance Requirements – read	18-21	
<input checked="" type="checkbox"/>	Consent Of Insurance Coverage	22	
<input checked="" type="checkbox"/>	Applicant/Proposer's Affidavit – complete and sign	23	
<input checked="" type="checkbox"/>	Disclosure Statement	24	
<input type="checkbox"/>	General Provisions	25	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit A - read	32	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	34	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language - sign	36	
<input type="checkbox"/>	Business Registration Certificate Form	37	
<input checked="" type="checkbox"/>	Vendor Information Sheet - Complete	39	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form – sign	40	
<input checked="" type="checkbox"/>	Specifications and Proposal Forms	Last Pages	

- means read the item(s)

Respondent Signature: _____

- means provide the required form(s)

GENERAL INFORMATION

REQUEST FOR PROPOSAL # 15-089

SUBJECT OF RFP: Consulting Engineering/Environmental Services for Underground Storage Tanks Remediation at Various Essex County Locations

REQUESTING AGENCY: Department of Public Works

AGENCY CONTACT: Fax#: 973-621-5109

Office of Purchasing, Hall of Records, Room 335
465 Dr. Martin Luther King, Jr. Blvd.
Newark, New Jersey 07102

SUBMISSION REQUIREMENTS: One (1) original and three (3) copies shall be sent to:

James J. Jorgensen, QPA
Director of Purchasing
Office of Purchasing, Hall of Records, Room 335
465 Dr. Martin Luther King, Jr. Blvd.
Newark, New Jersey 07102

PROPOSAL ACTIVITIES:

1. **Timetable:**
RFP Release: April 28th, 2015
Proposer's Conference: N/A
Submission Deadline for Receipt of Proposal: May 15th, 2015 by 11:00 am

2. **Proposers' Conference**
N/A

3. **Questions**
Written questions are to be submitted to the Office of Purchasing no later than eight (8) business days prior to the proposal submission deadline (due date). The specific RFP section page number to which each question refers is to be indicated.

Answers to all questions, as well as copies of the questions, will be given to each Proposer who request such in writing unless a question is of such a nature that it would disclose information proprietary to the asking Proposer. Only responses in writing by the Agency Contact person will be considered official.

4. **Submissions of Proposals**

To facilitate the evaluation process, proposer is to submit one (1) original and three (3) copies of the

proposal and any supporting documentation. Cost Proposal **MUST** be submitted in a separate envelope. Additional copies may be requested at a later date for the selected proposal.

Proposals must be received by 11:00 a.m. on the Submission Deadline for Receipt of Proposal (found on Page 3 of this document). Proposer mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the deadline.

Delivery is the sole responsibility of the proposer.

Proposals are to be delivered or sent to:

James J. Jorgensen, QPA
Director of Purchasing
Hall of Records, Room 335
465 Dr. Martin Luther King Jr. Blvd.
Newark, New Jersey 07102

Note: ALL PROPOSALS ARE TO BE SEALED and clearly marked on the outermost packaging or envelope with the project name and project/RFP number (See cover page), and must be received by mail or other method of delivery by no later than the submission deadline date and time so stated on the cover of this document.

5. Restriction on Contact with County Employees

From the issue date of the RFP until a determination is made regarding the selection of a proposal, all contacts with county employees on this matter must be cleared by the Agency Contact person. Proposer shall not approach County personnel with respect to employment during this period.

6. Security of Proposals

The content of each proposal will be held in strictest confidence and no details of any proposal will be discussed with other proposer or anyone other than those employees or consultants of the County involved in the evaluation process.

7. Prime Contractor Responsibilities

In the event that a proposal includes the performance of work by another vendor or organization, it shall be mandatory for the prime contractor (i.e., the successful Proposer) to assume full responsibility for such tasks specified in the Proposal.

The County will contract only with the successful Proposer. The County will consider the prime Contractor to be the sole contract with regard to all provisions of the proposal. Payment of all charges resulting from the negotiated contract shall be the Prime Contractor only.

8. Incurring Costs

The County of Essex is not liable for any cost incurred by Proposer in the preparation of proposals or for any work performed prior to the approval of an executed contract.

9. Notification of Selection

After the successful proposal has been selected, all Proposers will be notified of the results. The name of the successful Proposer will be disclosed. Upon selection, the successful Proposer will be invited to negotiate a contract with the County. The contents of the selected proposal, subject to possible updating due to negotiations, together with this RFP and any formal questions and answers disseminated during the proposal process will be incorporated with and made a part of the final contract as developed by the County. Should negotiations fail to result in a signed contract within two weeks, the County reserves the right to terminate negotiations and select the next most responsive Proposer.

10. Type of Contract Anticipated

The County expects to enter into a contract subject to the approval of the Board of Chosen Freeholders, whose general terms are specified in Appendix A. The conduct of the work described in this RFP is to be on either a “fixed fee” or “time and materials, not to exceed” basis.

11. Performance Period

The Performance Period is: **Twelve (12) Months from Date of Award by the Essex County Board of Chosen Freeholders**

12. Basis of Award

The award of a contract will be made to that proposer whose proposal is deemed to be most advantageous to the County, cost and other factors considered.

13. Open Public Records Act

Respondents should be aware that responses to this [Bid/RFQ/P] will be available, upon request, for public inspection. The County, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

14. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the vendor must utilize the Disclosure Of Investment Activities in Iran form attached hereto (next page) to certify that neither the vendor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s list of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the vendor, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the vendor shall provide a detailed and precise description of such activities as directed on the form. A vendor’s failure to submit the completed and signed form with its proposal will result in rejection of the proposal as non-responsive and preclude the award of a contract to said vendor.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

VENDOR CERTIFICATION

I, _____, am duly authorized representative of

(Hereinafter referred to as "Vendor") who has submitted a proposal to provide the following services to the County of Essex (hereinafter referred to as "County").

NOTARY:

I have reviewed and I am aware of the representations made by the Vendor to the County in its proposal for said contract, dated _____.

I am also aware that the County will rely upon said representations in the award of said contract and I certify that said representations made by the vendor are true and accurate.

_____.

Subscribed and sworn to

before me this day _____ of

_____, 2 _____

Notary Public

My Commission expires: _____

(seal)

Vendor Signature

(Type or print name)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the respondent

entitled _____ and that I executed the said Response with
(title of request)

full authority to do so that said respondent 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 Response and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Response and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to

before me this day _____ of

_____, 2 _____

Signature

(Type or print name)

Notary Public

My Commission expires: _____

(seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

Name of Business _____

Bidder/Respondent must check one of the following boxes

- I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned.
- I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned.
- I certify that the undersigned is a non-profit organization (501c, etc.).
- I certify that I am a sole proprietor, and that I own 100% of the organization independently.

Bidder/Respondent must check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Bidder/Respondent must sign and notarize the form below. Bidder must also complete the stockholder list below, or mark as not applicable next to first name line.

Stockholders/Partners:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Respondent Authorized Signature)

(Notary Public)

(Print name & title of Authorized Signatory)

My Commission expires:
(seal)

(Corporate Seal)

HOLD HARMLESS AGREEMENT

BETWEEN: The County of Essex
 Hall of Records
 465 Dr. Martin Luther King, Jr. Blvd.
 Newark, NJ 07102

AND

Contractor's Name

Address – not a post office box

Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its respected elected officials, officers, agents and employees of and from and against any and all liability for damages for injury to person and property, including death, and from and against all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which they or any of them may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly contracted with or employed by the Contractor.
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The Applicant/Proposer makes the following statements and representations as part of the Proposal:

1. Applicant/Proposer (firm name or individual): _____

2. Address: _____

3. Federal Employee Identification Number: _____
4. How long have you been in business? _____
5. How long at present address? _____
6. If incorporated, state date of incorporation and in what state incorporated in and designate whether you are a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

<u>Name</u>	<u>Address</u>	<u>Title</u>
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APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

- 8. Are you a partnership? _____
If so, list names and addresses of all partners (attach additional sheet(s) if necessary):

- 9. If you are doing business under a trade name, give state and county in which certificate is filed.

- 10. Average number of employees: _____

- 11. Have you ever submitted a proposal on County of Essex business under another name?
_____ If the answer is yes, list below the name or names:

- 12. Have you any outstanding bids or proposals for contracts with the County of Essex? _____
If the answer is yes, list them.

Subject

Requesting Agency

- 13. Have you any current contract awards from the County? _____. If the answer is Yes, please list them including the amount of the award.

Subject

Amount

Awarding Agency

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

17. That the Applicant/Proposer and each person signing on behalf of any Applicant/Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor,
 - (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;
 - (c) No attempt has been made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
 - (d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof;
 - (e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as to surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by an agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except:

(if none, Applicant/Proposer will insert "none").
18. That the Applicant/Proposer, if an individual, is of lawful age; that the Applicant/Proposer is the only one interested in this proposal; and that no person, firm or corporation other than that named has any interest in the proposal, or in the contract proposed to be taken.
19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:
- (a) All proposals must be approved by the County of Essex.
 - (b) In the event Applicant/Proposers proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, and approved by the Board of Chosen Freeholders of the County of Essex (if in an amount of \$21,000.00 or more)

APPLICANT/PROPOSER'S 'QUALIFICATIONS AND REPRESENTATION

20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and will provide with the proposal all licenses necessary to perform their duties in the State of New Jersey and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without written consent of the County.

INSURANCE REQUIREMENTS

Consultant, please promptly give this to your broker
These requirements constitute the Contract Insurance requirements

Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**

Provided in the State of New Jersey and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
- c) When applicable, USL&H, Maritime Liability, FELA, and DBA Coverage.
- d) Where applicable, if the Service Provider is lending or leasing its employees to the County for the work under this contract (e.g. crane rental with operator), it is the Service Provider's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07, ISO Endorsement CG 20 10 11 85 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$3,000,000
(2) Products/Completed Operations Aggregate:	\$3,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insured's as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.

3. **Automobile Liability (when autos are used in conjunction with contracts/agreements with Essex County entities:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above (CA 0001)
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Service Provider(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. **Commercial Umbrella Liability (when scope of project exceeds \$3,000,000.00 and/or when limits cannot be met with primary line of coverage):**

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and

- (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 Occurrence Limit: \$25,000,000
 Aggregate Limit (where applicable): \$25,000,000
5. **Professional Liability Insurance:**
- a) Minimum Limits of Liability
 Per Occurrence/Claim Limit: \$1,000,000
 Aggregate Limit: \$3,000,000
- b) Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of provider its consultants, omissions of provider or its consultants, failure to render a service by provider or its consultants, or the negligent rendering of the service by provider or its consultants.
- c) The Definition of “Covered Services” shall include the services required in the scope of this contract.
- d) Coverage shall be extended to cover “Green Building”, if applicable.
- e) Three (3) year tail coverage.
6. **Crime Insurance:**
 (IF DESIGNATED BY **SERVICE PROVIDER’S** SCOPE OF WORK)
- a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- b) The Employee Theft Coverage part shall include the Clients’ Property Endorsement (ISO Form CR 04 01, or its equivalent).
- c) Minimum Limits of Liability:
 Per Occurrence: \$5,000,000
7. **Privacy Liability:**
 (IF DESIGNATED BY **SERVICE PROVIDER’S** SCOPE OF WORK)
- a) Service Provider shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
- b) Minimum Limits of Liability:
 Per Claim: \$10,000,000
 Aggregate: \$10,000,000
- c) Privacy Breach Notification and Credit Monitoring: \$25,000,000 Per Occurrence
8. **Owned, Leased, Rented or Borrowed Equipment:**
 (IF DESIGNATED BY **SERVICE PROVIDER’S** SCOPE OF WORK)
 Service Provider shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.
9. **Indemnification:**
 To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. Service Provider shall indemnify and hold harmless, the County, and their respective members, elected officials, employees, agents and representatives (the “Indemnified Parties”) of any of them from and against claims, damages, losses, demands, suits, actions, recoveries, judgments, and costs and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Service Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties. Such obligation shall not be

construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In claims against any person or entity indemnified under this paragraph by an employee of the Service Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation of this subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Provider under workers compensation acts, disability benefit acts or other employee benefit acts. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. These Indemnification provisions shall survive the termination of this Contract.

- a). Deductibles and Self-Insured Retentions must be declared and are subject to approval by the County of Essex.
 - (i). Service Provider shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Service Provider. If Service Provider's policy(s) has an SIR exceeding this amount, approval must be received from the County prior to starting work. In the event any policy includes an SIR, the Service Provider is responsible for payment within the SIR of their policy(s) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- b). The Policy (s) shall also provide the following:
 - (i) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form and **endorsed** to name: *The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.*
 - (ii) The County shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. ISO Endorsements CG 2010 and CG 2037, or their equivalents
 - (iii) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects *The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.* Any coverage maintained by the County shall be excess of the Consultant's insurance and shall not contribute with it. Consultants policy shall waive right of recovery against the County of Essex.
 - (iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the County with notification of any cancellation, major change, modification or reduction in coverage.
 - (v) Regardless of these contract minimum insurance requirements, the consultant and its insurer shall agree to commit the consultant's full policy limits and these

minimum requirements shall not restrict the consultant's liability or coverage limit obligations.

- (vi) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under established statutes and court decisions of the State of New Jersey.
10. The Consultant shall furnish the County of Essex with the Certificates and Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Certificates and Endorsements will be provided directly to the authorized County entity who signs the Contract/Agreement who will in turn provide copies of the contract and evidence of insurance compliance to the County Risk Manager.
 - a. Proper Address for Certificates, Endorsements and Notices shall be:
County of Essex
Attn: Risk Management
Hall of Records – Room 510
465 Dr. Martin Luther King Blvd.
Newark, NJ 07102
 11. Upon notification of receipt by the County of Essex of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the County of Essex a certified copy of the required new or renewal policy and certificates for such policy. Any variation from the above contract requirements shall only be considered by and be subject to approval by the County's Risk Manager and County Counsel (973) 621-4427. Our Fax is (973) 621-6650.
 12. Failure to submit this form with proof of insurance of the type described herein shall result in rejection of this proposal. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the County. or the County may withhold payment to the Service Provider for amounts owed to them.
 13. The County reserves the right to require Service Provider to name other parties as additional insured's as required by the County.
 14. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".
 15. Waiver of Rights of Subrogation: Service Provider shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Service Provider.
 16. The amount of insurance provided in the aforementioned insurance coverage's, shall not be constructed to be a limitation of the liability on the part of the Services Provided.
 17. If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the County of Essex. Any failure to maintain the required insurance shall be sufficient cause for the County of Essex to terminate this Contract. In the event of insurance cancellation, the County of Essex reserves the right to purchase insurance or insure (or self-insure) for the above required coverage, at the contractor's full expense.
 18. If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of this Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Subcontractors insurance shall have the same impact as described above. Or failure of the County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Service Provider's obligation to maintain such insurance

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a proposal to provide goods and/or services as specified in the subject proposal to the County of Essex, and whereas, in order for such proposal to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the County of Essex shall accept the response of the Principal and the Principal shall enter into a contract with the County of Essex in accordance with the terms of such response, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability Insurance at least as broad as ISO Form CG001 1093, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurance - \$3,000,000.00/Aggregate.
- c. Comprehensive General Automobile Liability Insurance and Property Damage to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident.
- d. Worker’s Compensation and Employer’s Liability Insurance - for all employees employed in connection with the work. Employer’s liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.
- e. All policies maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such policies and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.
- f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed
before me on this _____ day
of _____, 20_____

(Respondent’s Company Name)

(Authorized Signature on Behalf of the Principal)

(Print Name)

INSURER:

NOTARY PUBLIC

(Insurer’s Company Name)

(Authorized Signature on behalf of the Insurer)

APPLICANT/PROPOSER'S AFFIDAVIT

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY

ss:

COUNTY OF _____

AFFIDAVIT

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Signature of Applicant

Print/Type Name

Title

Sworn to before me this _____ day of _____, 20____

Notary Public or Commissioner of Deeds

DISCLOSURE STATEMENT

The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor's immediate family, or anyone having an interest in the vendor's business organization including their immediate family members, an officer or employee of Essex County?

NO _____ YES _____

S\ _____
* President, Vice President or Signature of
Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

APPENDIX A
GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS
PROFESSIONAL AND TECHNICAL SERVICES

1. **DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "County" shall mean the County of Essex.
- B. "Controller" shall mean the Controller of the County of Essex.
- C. "Law" or "Laws" shall include, but not be limited to, the Essex County Administrative Code, and any County ordinance, rule or regulation having the force of law, laws and regulations of the State of New Jersey and of the United States.

2. **REPRESENTATIONS AND WARRANTIES**

2.1 Procurement of Agreement

- A. The Contractor represents and warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

2.2 Conflict of Interest

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

2.3 Fair Practices

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this contract and in the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other respondent or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rate, or tariffs covering items being procured, (b) has informed prospective customers of proposal or pending publication of new or revised price lists for such Items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of the above.

3. **AUDIT BY THE COUNTY**

- 3.1 The Contractor covenants and agrees that it shall make its records available to the County Purchasing Director and Controller as they consider reasonably necessary to evaluate its charges and work.
- 3.2 The Contractor shall not be entitled to final payment under the Agreement until all requirements of the County for payment have been satisfactorily met.

4. **COVENANTS OF THE CONTRACTOR**

4.1 Employees

- A. None of the experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are employees of the County. Nothing in this contract shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm, or corporation.

4.2 Independent Contractor Status

The Contractor represents that it is an independent contractor, and not an employee of the County, and that in accordance with such status as independent contractor the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 Confidentiality

- A. All information obtained, learned, developed or filed in connection with welfare recipients or their relatives, including data contained in official County files or records, shall be confidential and shall not be disclosed to unauthorized persons except on written consent of the County, or as authorized or required by law.
- B. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without prior written approval of the County.

4.4 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect, all direct and indirect costs of any nature expended in the performance of this Agreement

4.5 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

4.6 Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

4.7 Equal Employment Compliance

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

- A. 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 or sex. 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 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 or 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 the non-discrimination clause;
- B. 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 or sex;
- C. 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 notices in conspicuous places available to employees and applicants for employment;
- D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

4.8 Federal Employment Practices

Contractor and its subcontractors shall comply with all federal civil rights legislation pertaining to employment, and rules and regulations there under.

4.9 Non-Discrimination Against the Handicapped

The Contractor agrees that it will comply with all legislation prohibiting employment discrimination against the handicapped and all regulations, guidelines and interpretations issued pursuant thereto.

4.10 Assignment

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations duties, in whole or in part, or of its rights to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract, unless the prior written consent of the County shall be obtained. Any such assignment, transfer, conveyances or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination, at the option of the County; and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all monies that may become due under the contract shall be forfeited to the County except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New Jersey.
- D. This Agreement may be assigned by the County to any corporation, agency or instrumentality having authority to accept such assignment

4.11 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County. Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontractors shall contain provisions specifying:
 - 1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,
 - 2. that nothing contained in such agreement shall impair the rights of the County,
 - 3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
 - 4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract

4.12 Publicity

- A. This prior written approval of the County is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the County shall have a free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to reproduce, publish or otherwise use and to authorize others to use the publication or parts thereof.

4.13 Participation in an International Boycott

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliate company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated there under
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the contractor or a substantially owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the County may, at its option, cancel this contract

4.14 Anti-Trust

The Contractor hereby assigns and transfers to the County all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New Jersey or of the United States relating to the particular goods or services purchased or procured by the County under this Agreement

4.15 Cooperation and Assistance

In the event that a claim is made or any action is brought against the County in any way relating to the performance of this Agreement, the Contractor shall, upon request, diligently render to the County any and all assistance which the County requires of the Contractor.

5. **TERMINATION**

5.1 Termination of Agreement

- A. The County shall have the right to terminate this Agreement, in whole or in part:
 - 1. For any reason with 30 days written notice by the Purchasing Agent.
 - 2. For any cause specified in any section of this Agreement
 - 3. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement
 - 4. Upon the Contractor's becoming insolvent
 - 5. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntary or involuntary.
- B. The County shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received,
- C. The Contractor shall be entitled to apply to the County to have this Agreement terminated by the County by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of Government in either its sovereign or proprietary capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the County which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the County pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Agreement, the Contractor shall comply with County close-out procedures, including but not limited to:
 - 1. Accounting for and refunding to the County within thirty (30) days any unexpended funds which have been paid to the Contractor pursuant to this agreement
 - 2. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the County in accordance with the terms of this Agreement. In no event shall the word obligation, as used herein, be construed as including any lease agreement oral or written, entered into between the Contractor and its landlord.
 - 3. Turn over to the County or its designees all books, records, documents and material specifically relating to this Agreement.
 - 4. Submit, within ninety (90) days, a final statement and report relating to this Agreement. The report shall be made by a certified public accountant or a licensed public accountant.
- E. In the event the County shall terminate this Agreement in whole or in part as provided in paragraphs 1,2, 3, or 4 of subsection A of this section, the County may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.
- F. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.

- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement

6. MISCELLANEOUS

6.1 Conflict of Laws

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.

6.2 General Release

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of performance of this contract

6.3 No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.

6.4 Waiver

Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement

6.5 Notice

The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient services thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the services of notice or process in the institution of any legal action.

6.6 Errors and Omissions

No claim for relief on account of mistakes or omissions in the RFP will be entertained. Proposers submitting a RFP will be held to have accepted the terms and conditions of the RFP.

6.7 All Legal Provisions Deemed Included

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein even if, through mistake or otherwise any such provision is not inserted or is not inserted in correct form.

6.8 Severability

If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed-stricken from the contract without affecting the binding force of the remainder.

6.9 Political Activity

There shall be no partisan activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

6.10 Modification

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

- 6.11 Paragraph Headings
Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract.
- 6.12 Payment for Work
Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.
- 6.13 Attorney's Fees
In the event legal services are utilized as a result of a dispute between the parties under this Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee. Such an award of attorneys' fees to the County, if represented by governmental employees, shall be determined by the reasonable value of the attorneys' services rendered by such employees.
- 6.14 Breaches and Non-Compliance
In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the county shall have the right to have any such breach or noncompliance corrected and cured by the Contractor.
- 6.15 Indemnification
The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract.

EXHIBIT A

(revised 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national

origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract~compliance)

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

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

The successful respondent 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.

Sample of Certificate



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 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**



AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121.01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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 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 this Agreement or otherwise at law.

S/ _____

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

PROOF OF BUSINESS REGISTRATION (Revised)

Pursuant to PL 2004, Chapter 57, each respondent (contractor) is required to be registered at or before time of response award. Proof of registration shall be a copy of the respondent's Business Registration Certificate (**BRC**), which must be submitted by or before award of contract. A BRC is obtained from the New Jersey Division of Revenue.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. The NJ State website address for getting registered is as follows: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> or contact the state by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

PLEASE NOTE: NON-PROFIT ORGANIZATIONS ARE EXEMPT-HOWEVER, NON-PROFIT ORGANIZATIONS MUST PROVIDE A COPY OF THEIR 501C STATUS OR EQUIVALENT

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/04
FORM BRC(06/04)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

Act. Director: *John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1095907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

AS A
PROFESSIONAL
COURTESY,
PLEASE PLACE
HERE
A PHOTOCOPY OF
YOUR NJ BRC

VENDOR'S INFORMATION SHEET

Please fill in the following information and submit with your Response:

COMPANY/RESPONDENTS NAME:

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING RESPONSE:

REMITTANCE ADDRESS

REMITTANCE NAME: _____

REMITTANCE ADDRESS: _____

REMITTANCE PHONE: PERSON TO CONTACT: _____

FAX NUMBER: _____

PROJECT MANAGER / POINT OF CONTACT

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

PAGER NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

Employer I.D. # or S.S. #: _____

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received or included with the bid package:

Acknowledged for: _____
(Name of Bidder/company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package



**REQUEST FOR PROPOSAL
RFP #15-089**

**CONSULTING ENGINEERING / ENVIRONMENTAL SERVICES FOR
UNDERGROUND STORAGE TANK SITE REMEDIATION AT VARIOUS ESSEX
COUNTY LOCATIONS**

County of Essex
Department of Public Works
900 Bloomfield Avenue
Verona, New Jersey 097044 1337

Dear Consultant:

In order to assess your firm or teams ability to provide all the necessary services for this project, an outline of required elements has been established for this RFP. Please provide the qualifications of the firm and key staff assigned to this project and the firm's ability to understand the purposes, goals and objectives of the project. The following criterion outlines the elements and format to be included in the submission of the technical proposal by which your firm or team will be evaluated:

1. Discuss your firm's understanding of the purpose, goals and objective of this project. The proposed approach/methodology should follow the attached outline for scope of work.
2. Provide detailed work activities by tasks which are appropriate for each, and which are likely to produce the information and/or recommendation needed. Include any tasks/activities not included in the enclosed outline that you believe are necessary for the successful completion of the project.
3. The qualifications of your team or key personnel should be presented indicating how your firm would complete the project.

There is a desire for participation by Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE) and Small Business Enterprises (SBE) during this project. Accordingly, the Consultant to whom this Contract is awarded is required to make bona fide good faith and best efforts to achieve this request for its consulting, sub-consulting and purchasing activities.

Proposals are to be prepared on left side bound 8¹/₂" x 11" white paper. Proposals are to be concise as possible without sacrificing necessary content. Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a contract with the successful

firm. The County will not reimburse consultants for expenses incurred in responding to this RFP.

The cost proposal should be in a separate, sealed envelope rather than being part of the technical proposal document. Each consultant and/or sub consultant **must** use the same form for comparison purposes. In the attached man/hour salary tabulation by title and task, please enter your estimated hourly rates in the gray highlighted cells, then carry out and complete the math for the total cost. This will be the proposer not to exceed cost proposal.

Upon receipt of the proposals, the County will provide each proposal to a Technical Evaluation Committee. Each individual on the committee will review, evaluate and rate the proposal based on quality and substance of the information provided, the quality of staffing and familiarity with the type of work and location of the company. Top rated firms may be invited to give an oral presentation. The cost proposal will be opened for the highest ranked firm. A contact person should be designated by the firm to direct any questions that the County might have. All firms submitting a qualified proposal will be notified of the results of the review.

**CONSULTING ENGINEERING / ENVIRONMENTAL SERVICES FOR THREE
UNDERGROUND STORAGE TANK SITE REMEDIATION**

IN ESSEX COUNTY

SCOPE OF WORK

The Essex County Department of Public Works through the Office of Purchasing is soliciting proposals from qualified environmental consulting firms to provide Technical Proposal and cost estimate to address environmental issues related to the remediation of the following Seven (7) Underground Storage Tanks in Essex County (see Appendix for site location).

- Weequahic Park, Newark, NJ
- Department of Public Works – Roads & Bridges (Fleet), Cedar Grove, NJ
- Branch Brook Park, Newark, NJ
- South Mountain Reservation, Millburn, NJ
- EC Byrne Golf Course, West Orange, NJ
- EC Orange Garage, Orange, NJ
- Hall of Records, Newark, NJ

The locations will be assigned to two qualified firms for these consulting environmental services. The proposed work elements of the project will be assigned to the Consultant by the County Engineer as Tasks. Tasks will include but not be limited to the activities listed below. The activities listed are intended to be guidelines and not be restrictive. Related and/or supportive efforts are intended to be included. The Consultant shall have available the services of individuals knowledgeable in but not limited to the activities listed below.

Environmental Engineering

1. Asbestos and Hazardous materials Assesment,
2. Asbestos and Hazardous materials removal and remediation.
3. NJDEP regulation related to environmental issues.
4. Monitoring Well maintenance & closing.
5. Remediation related to Underground Storage Tanks.

Related Work

The Consultant must also demonstrate engineering capabilities, have available the services of individuals knowledgeable in the following areas, and be prepared to offer the following services as they relate to the Environmental engineering Tasks:

1. Site Work Design
2. Surveying
3. Drainage Design
4. Remedial Investigation (RI) and Remedial Action Work (RAW) plan design
5. Specifications
 - a. Preparation of Contract Plans and Specifications
 - b. Review of Contract Plans and Specifications
6. Cost Estimating and Scheduling
 - a. Project Scheduling
 - b. Cost Estimates for Design, Construction and Claims
7. Construction Management and Construction Inspection
8. Environmental
9. Maintenance and Protection of Traffic

Other work under the Scope of Services may include but is not limited to the following:

1. Prepare or assist the Engineering staff with the preparation of Requests for Proposals for Studies or Design Projects. Prepare studies for various projects
2. Perform plan and specification checks for projects designed in house or by other consulting firms
3. Provide consultation and advice to the Engineering Division on an as requested basis
4. Make field visits to assess existing environmental conditions, and provide recommendations for compliance with current NJDEP regulations.
5. Perform periodic inspections of the sites with deed restrictions, and evaluate the effectiveness of existing engineering controls in place. Reports of these inspections will be submitted to the NJDEP.
6. Perform, as needed, quarterly or semiannual sampling of existing monitoring wells, as a part of either CEA or other permit requirements, evaluate the results, and submit reports to NJDEP.
7. Perform phase I or preliminary assessment at sites that are to be acquired or where it is suspected that unforeseen environmental conditions exist.
8. Assist Essex County with all phases of site investigation and remediation.
9. Assist the county in maintaining the environmental records.

REMUNERATION ARRANGEMENTS

The Man/hour Salary Tabulation represents our understanding of the items, which compose the cost of a Not-to-Exceed Price for services based upon the Scope of Work and the Time Schedule included in this proposal. Please be advised that the Man/hour salary table is only for the comparison purposes, actual payment will be made based on the hours used by individual employee and his/her salary as stated in the schedule of labor rates.

CONSULTING ENGINEERING- ENVIRONMENTAL SERVICES FOR

UNDERGROUND STORAGE TANKS REMEDIATION

RFP #15-089

COMPANY NAME: _____

TITLE	HOURS	RATE	AMOUNT
Proj. Manager	400		
Proj. Engineer	400		
Senior Engineer	300		
Field Investigator	200		
Senior CADD	100		
Technical Typist	200		

Subtotal: [Gray Box]

Direct Labor, Office Fee \$ [Gray Box]

Out of Pocket Expenses:

Subconsultant	20,000.00	
Mileage	8,000.00	
Photographs	2,000.00	
Printing	5,000.00	
Expenses Sub-Total	35,000.00	<u>\$ 35,000.00</u>

GRAND TOTAL \$ [Gray Box]

NOTES:

1. Please provide the appropriate HOURLY RATE on the gray highlighted cells.
2. Out-of-pocket Expenses can not be modified.
3. Hours provided can not be modified.
3. Hourly rate shall include Overhead and profit.