



CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

MAYOR JAMES M. DAVIS

REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE
COTTAGE STREET PARK AREA
FLOOD MITIGATION PROJECT

PROPOSAL ISSUE DATE: February 9, 2024
PROPOSAL SUBMISSION DUE DATE: March 5, 2024 at 10:00 am
PROPOSAL OPENING DATE: March 5, 2024 at 11:00 a.m.

SUBMIT PROPOSALS TO:

JOHN F. COFFEY II, ESQ.
LAW DIRECTOR
CITY OF BAYONNE
630 AVENUE C, ROOM 15
BAYONNE, NEW JERSEY 07002

**CITY OF BAYONNE
HUDSON COUNTY, NEW JERSEY
NOTICE OF REQUEST FOR PROPOSALS**

PLEASE TAKE NOTICE that the City of Bayonne (the “City”) is soliciting Proposals from qualified professionals pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. for the provision of the following professional engineering services (the “Services”) for the Cottage Street Park Area Flood Mitigation Project (the “Project”) which will be incorporated into the City of Bayonne’s Long Term Control Plan. The services sought are for:

- Land Surveying Services
- Site/Civil Engineering
- Municipal Engineering
- Professional Testimony
- Environmental Engineering
- Regulatory Compliance for NJDEP issued NFA/CNS letters and CERCLA Covenants issued by United States
- Environmental Impact Statements
- Cost Estimating
- Geotechnical Engineering
- Site Safety & Quality Assurance
- Traffic and Transportation
- Construction Administration, Inspection & Management

The Request for Proposal (“RFP”) documents are attached Should you be unable to obtain these from the website, copies of the solicitation package are also available at the office of the City Law Department, 630 Avenue C, 1st Floor, Rm. 15, Bayonne, NJ 07002. The Law Department is open during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

Sealed Proposals for the Services (“Proposals”) will be received by the City’s Law Director, John F. Coffey II, Esq., at 630 Avenue C, Room 15, Bayonne, New Jersey 07002 by no later than 10:00 A.M. Eastern Standard Time on March 5, 2024. All Proposals will be opened at the Law Department Conference Room Bayonne City Hall, 630 Avenue C, Room 15, Bayonne, New Jersey, 07002.

Proposals and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of each individual or firm responding to this RFP (each, a “Respondent”). There shall be no claims whatsoever against the City, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

To the extent the City, in its sole discretion, determines to amend, modify, supplement, revoke or alter any other material term or condition of the RFP, including, without limitation, the procurement process or the criteria for qualification or award, which rights are hereby expressly reserved to the City, the City will post same on the City of Bayonne’s website with hard copies available at the City Law Department

(as noted above) prior to the due date of the RFP

By submitting a Proposal, each such Respondent, without any other act, acknowledges and agrees to comply with each of the terms and conditions of the RFP, and further agrees to abide by, without protest or cause of action, any determination made by the City hereunder, including the qualification and award determinations made hereunder.

Proposals will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. The City will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late or incorrect delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

All questions regarding the RFP must be submitted via email request to the City's Law Director, John F. Coffey II, Esq. at jcoffey@baynj.org, with a copies to John Armstrong P.E. @ jarmstrong@BayNJ.org, Susanne Cavanaugh, Director of Municipal Services @ scavanaugh@baynj.org, and Nisa Ippolito, Law Department at nippolito@baynj.org prior to Friday, February 23, 2024 at 3:00 p.m. Responses will be posted to the City's website no later than Tuesday, February 27, 2024.

Respondents and their subcontractors must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1 et seq. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The City will award a contract for the Services or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties.

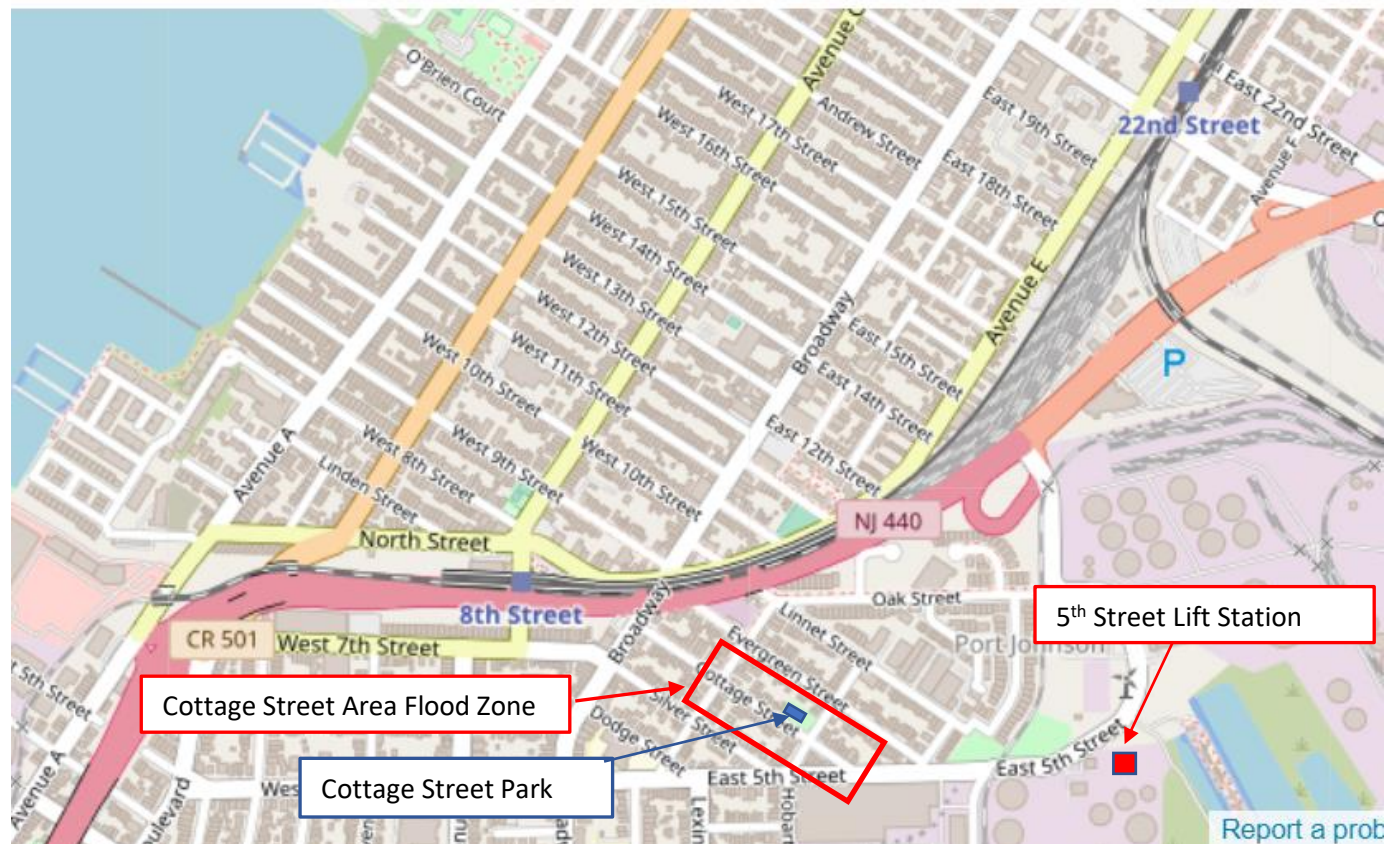
Proposals may not be modified after submittal. The City reserves the right to reject any or all Proposals or to waive any informalities in any Proposal received and to accept the Proposal which in its judgment will best serve the interest of the City.

Any inconsistency between this notice and the RFP shall be governed by the terms of the RFP.

Proposals will **not** be accepted by facsimile transmission or e-mail.

1.0 PROJECT BACKGROUND

PROJECT LOCATION MAP



The area around Cottage Street Park (the “Park”) experiences frequent and significant flooding. The City has mostly combined sewers, which capture and convey combined sanitary, and stormwater flows in the same pipes. A 48” brick combined interceptor sewer conveys flows along Cottage Street towards East 5th Street where it connects to a 36” W x 48” H brick sewer. That elliptical sewer runs west to east along East 5th Street before turning south near Ingham Avenue (*see Figure 1, below*). A Reinforced Concrete Pipe (“RCP”) interceptor relief sewer also begins on Cottage Street near the intersection with Hobart Avenue. The relief sewer is a 30” diameter RCP along Cottage Street and increases to 48” diameter once it turns onto East 5th Street. There are multiple cross connections between the brick interceptor and the RCP relief sewer. The existing sewers are insufficient to collect and deliver a 10-year 2-hour storm flood volume to the 5th Street lift station and CSO #008.

The RCP relief sewer connects to the receiving wet-well of the 5th Street lift station. The lift station was designed in the 1960s and upgraded in 2005, during which four (4) 150 HP Cascade model 3MS586 pumps were installed. Due to lack of available gradient in the area, the lift station was designed to raise the station wet well influent and deposit it into two discharge channels which are 6ft. higher, thereby providing increased available hydraulic head to allow the flow to discharge, via two (2) 72-inch gravity pipes, which in turn deliver the flow via a common 84-inch sewer that discharges into the Kill Van Kull at Outfall 002A. The station’s throughput capacity is rated for approximately 220 MGD. The Lift Station also receives combined flow from an 84” dia. relief sewer from the Avenue E.

Some preliminary assessment work of the flooding has previously been undertaken to improve stormwater management by upgrading the collection sewers and providing some storm detention. These improvements might be obtained by upsizing the 30" dia. RCP interceptor relief sewer along Cottage Street to 48" diameter and by relining the existing brick sewers along Cottage Street between Hobart Avenue and East 5th Street, and along East 5th Street between Cottage Street and Ingham Avenue with a smooth-walled structural lining system which will reduce the pipe friction thereby increasing total flow capacity. Additionally, the City proposes that as part of the Project a below grade detention basin with an approximate 8,000-cu.ft. storage capacity. This detention basin could comfortably be accommodated below the existing Park while allowing a 15ft setback from the Park's property boundaries. The overall Project design, which includes both the upsizing of conveyance systems, and the below grade detention basin should be designed to prevent flooding from a 10-year 2-hour storm.

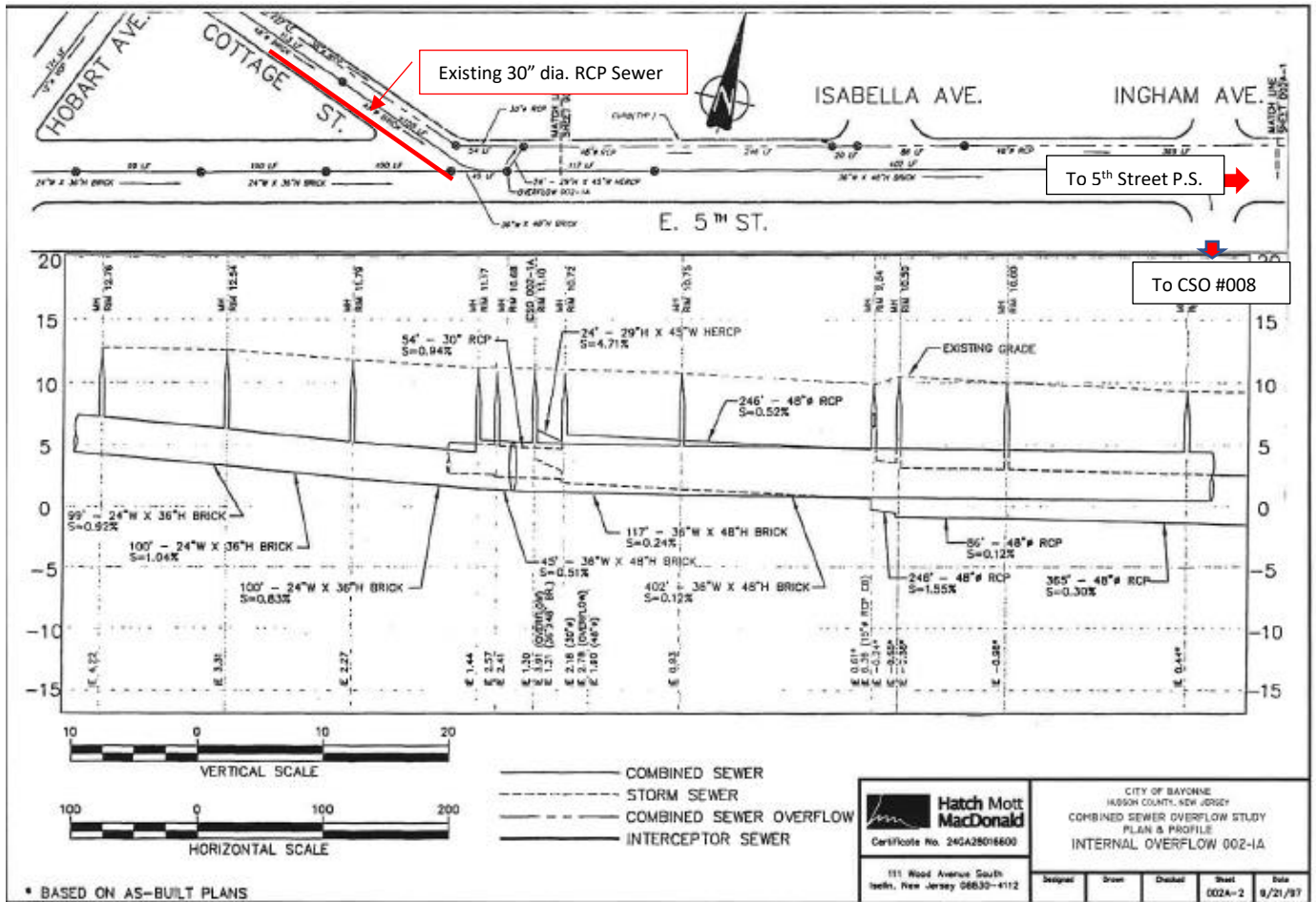


Figure 1

2.0 PROJECT SCOPE OF WORK

The purpose of the Project is to improve stormwater management to provide improved collection, detention and transportation of stormwater flows to mitigate storm flooding events, for the Cottage Street Park Area. This will at a minimum include designs for upsizing the 30" dia. RCP interceptor relief sewer along Cottage Street to a 48" dia. relief sewer, relining the existing brick sewer along Cottage Street between Hobart Avenue and East 5th Street, and along East 5th Street between Cottage Street and Ingham Avenue will be lined with a smooth-walled structural lining system, and a below grade detention basin with an approximate 8,000-cu.ft. of storage capacity. These improvements should, at a minimum, be designed for a 10-year storm of 2-hour duration, however the design should also consider what impact a 25-year storm of 2-hour duration and a 100-year storm of 2-hour duration would have.

Project work shall include:

- 1) Performing hydraulic capacity calculations and a performance study on the area of interest.
- 2) Requesting and reviewing documentation and data provided by the City and/or Veolia of North America (Veolia Contract Operations, USA, Inc). Veolia Contract Operations, USA, Inc. ((hereinafter referred to as "Veolia North America" or "Veolia") is the operator of the City's Water and Sewer systems pursuant to a long term concession agreement with Bayonne Water Joint Venture, LLC.
- 3) Conduct inspections and surveys as may be required to supplement any shortfalls of information.
- 4) Analyze any available historical and collected information relevant to observed flooding caused by storm events and tidal boundary conditions.
- 5) Consider three (3) design flow conditions for against which the recommended flood resiliency design for the area of interest will be assessed:
 - A) 10-year storm of 2-hour duration
 - B) 25-year storm of 2-hour duration
 - C) 100-year storm of 2-hour duration
- 6) Prepare a written report of analysis and findings and recommendations to mitigate areas of flooding in the indicated areas. For each design storm the Respondent will assess the costs to implement required flood resiliency.
- 7) The successful bidder will prepare detailed design and construction drawings and specifications.

3.0 QUALIFICATIONS OF RESPONDENT

At a minimum, the Respondent:

1. Must be certified to provide engineering services in the State of New Jersey.

2. Must have a minimum of ten (10) years' experience in providing consulting services to municipalities of over 60,000 people including demonstrated experience with improvement projects, road programs, utility upgrades and replacement, public building improvement programs, recreational facilities, land surveying, and mapping projects.
3. Must be experienced in obtaining permits and approvals from various state, county, and local regulatory agencies.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service the City including, but not limited to civil engineers, land surveyors, planners, environmental Respondents, and construction administrators.
5. Must maintain the principal office location near the City to be able to respond to emergent matters promptly.
6. Must be experienced in the preparation of grant applications.
7. Must have project managers with at least ten (10) years of municipal experience.
8. Must be able to provide professional planning services.
9. Must list past and present municipalities served as Consulting Engineer.

4.0 CONTRACT TERM

The contract term will be for a period not to exceed one (1) year commencing from the contract date.

5.0 CONTRACT CONDITIONS

Absent an express written waiver from the City to the contrary, the Respondent acknowledges that any contract awarded will be subject to the City's standard General Contract Requirements, attached hereto as **Exhibit B**.

6.0 CITY OF BAYONNE AND VEOLIA NORTH AMERICA PROJECT TEAM

John Armstrong, PE, Engineer for the City's Long Term Control Plan will be the City's initial principal point of contact for the selected Respondent. Other key contacts are Ms. Susan Cavanagh, Director of the City's Municipal Services Department, Mr. Joseph Nichols, Special Counsel to the City of Bayonne, Jason Kiernan, Regional Vice President, Mid-Atlantic East, Veolia North America, and Mr. Jaren Harrison, Assistant Project Manager, Veolia North America.

The City will make the following resources available for Respondents to review in electronic format upon request:

- Electronic copy of the City's Sanitary Sewer System.
- Any existing record drawings and other supporting documentation that are available from the City and/or Veolia of North America.
- Available CCTV survey of local sewers

- Available limited results from recent preliminary flow assessment in the vicinity of Cottage Street
- East 5th Street Lift Station Capacity Assessment
- Record Drawings of 5th Street Lift Station
- Available GIS of area sewer

7.0 TECHNICAL PROPOSAL AND COST PROPOSAL

(Please also refer to Submission Forms in Section 11.0)

To be considered, Respondents must submit their Technical Proposal and Cost Proposal in each in a plain sealed envelope. The Technical Proposal shall be a maximum of eight (8) pages, plus an initial projection of workload requirements, Project schedule, and appendix material using a minimum 11-point font size type. A typical Technical Proposal should follow the format provided below. Resumes may be included in an appendix but will not be counted within the page limit and should be labeled as “Attachment A – Resumes”.

Proposals and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of each Respondent. There shall be no claims whatsoever against the City, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

7.1 Technical Proposal

Transmittal Letter (no more than 2 pages): Include any information you believe should be highlighted from your Proposal or any key considerations for the selection committee to consider that are not covered in the Proposal requirements.

Respondent Experience: Provide a general overview of your firm and experience providing engineering planning wastewater collection systems highlighting experience with flood mitigation projects. List at least three (3) relevant projects successfully completed by your firm over the past five (5) years and provide references for each project. Provide example summaries for similar projects in an Appendix. Please limit the examples to only those sheets necessary to demonstrate the level of detail of the work performed.

Respondent’s Approach to Defined Tasks: Respondent shall describe its approach in implementing and managing the tasks defined above to successful completion. This includes how the Respondent shall meet the stated goals, the time required for completion of those goals, the ability to work with a multidisciplinary project team, including City staff, and other Respondents if necessary.

Organizational Chart: An organizational chart should be provided showing the interrelation between all the Project team members, both of the City and the Respondent. This element will not be counted toward the page limit.

Schedule of Rates: A schedule of rates should be provided detailing personnel costs, including travel and equipment costs.

Appendix Materials: Appendix materials may be provided, but are not required other than specifically identified herein, in addition to the specified eight (8) page limit. Additional appendix material may not be read and if submitted should be limited to resumes of proposed key staff relevant to the scope of work.

7.2 Cost Proposal

The Respondent by submitting a Proposal acknowledges that he has carefully examined the locations of the proposed work and the extent and details of the combined sanitary sewer system and the 5th Street Lift Station. The Respondent agrees if their Proposal is accepted that they will enter a contract with the City to provide all the necessary equipment and tools to complete all the work prescribed herein and that the Respondent will take in full payment therefor an amount based on the Not to Exceed amount set forth in the Proposal.

To be considered, the Respondent must submit their Technical Proposal and Cost Proposal each in a plain sealed envelope.

The compensation paid to the Respondent will be paid for work completed on a time and materials basis in monthly arrears against the Respondent's submitted schedule of rates. Under no circumstances will the total lump sum submitted be exceeded without the express written approval of the City. The Respondent will advise the City when the Respondent has reached eighty percent (80%) of the Not to Exceed amount has been reached or committed to.

NOTE: CONSTRUCTION PHASE ADMINISTRATION, INSPECTION & MANAGEMENT RELATED TO THIS PROJECT WORK WILL BE A SEPARATE REQUEST FOR PROPOSALS

8.0 QUESTIONS

All questions regarding the RFP must be submitted via email request to the City's Law Director, John F. Coffey II, Esq. at jcoffey@baynj.org, with a copies to John Armstrong, P.E. at jarmstrong@BayNJ.org, Susanne Cavanaugh, Director of Municipal Services at scavanaugh@baynj.org and Nisa Ippolito, Law Department, at nippolito@baynj.org prior to Friday February 23, 2024 at 3:00 p.m. Responses will be provided no later than Tuesday, February 27, 2024.

During the period provided for the preparation of Proposals, the City may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be posted on the City's website with hard copies available at the City Law Department as noted above. . The addenda will be issued by, or on behalf of, the City and will constitute a part of the RFP. Each Respondent is responsible for checking the City website or, if unable to do so, inquiring at the Law Department for such addenda or amendments. . All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Deadline. Failure of the Respondent to receive any addenda shall not relieve the Respondent from any of the requirements of the RFP.

9.0 ANTICIPATED SCHEDULE FOR PROVISION OF SERVICES

The anticipated schedule for the Proposal solicitation, review, and Respondent selection portion of the Project is as follows:

RFP Issued	February 9, 2024
Deadline to Submit Questions	Friday, February 23, 2024 at 3:00 p.m.
City Response to Questions	Tuesday, February 27, 2024
Proposal Submission Deadline	March 5, 2024 at 10:00 a.m.
Evaluation of Proposals; Conduct Interviews (if required)/ Completion of Review/Decision as to Successful Respondent	March 6, 2024 through March 12, 2024
Action by the City as to the Successful Respondent	March 13, 2024

10.0 EVALUATION PROCESS

An evaluation team will review all Proposals. The team will determine if the Proposals satisfy the requirements, determine if a Proposal should be rejected and then evaluate the Proposals based upon the Evaluation Criteria. The highest-ranking Respondent will then be recommended to the City Council for award of contract, based on price and other factors. Listed below are the criteria that the City will consider in the evaluation of each Proposal. The arrangement of the criteria does not imply order of importance in the selection process. All criteria listed in TABLE 1 will be used to select the successful Respondent.

10.1 Requirements

Possess the general requirements stated herein.

10.2 Understanding of the Requested Work

The Proposals will be evaluated for general compliance with instructions and requests issued in this RFP. Non-compliance with significant instructions shall be grounds for disqualification of Proposals.

10.3 Knowledge and Technical Competence

This includes the submitting evidence of successful past performance on similar projects and the ability of the Respondent to perform all the tasks and fulfill adequately the stated requirements.

10.4 Management, Experience and Personnel Qualifications

The expertise of the Respondent shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration, and successful completion of projects/services like those requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the Proposal.

10.5 Ability to Complete the Services in a Timely Manner

Accepting that completion of the Project work is subject to the frequency, duration and observations made during several storm events, the Respondent should provide estimated durations for the tasks and statement confirming the ability to accomplish these tasks in a timely manner.

10.6 Cost

The cost submitted in response to this RFP shall be firm for twelve (12) months. The compensation paid to the Respondent will be paid for work completed on a time and materials basis in monthly arrears against the Respondent’s submitted payment application.

10.7 Evaluation Ranking

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

TABLE 1- EVALUATION CRITERIA	SCORE/ POINTS
TECHNICAL CRITERIA	
Respondent’s descriptive technical approach to mitigating flooding in the areas of interest.	
Respondent’s Proposal is complete and responsive to the technical RFP requirements	
Respondent’s Proposal demonstrates a clear understanding of the scope of work and related objectives	
Technical competence and evidence of successful past performance of like projects	
Familiarity with large City sewer Infrastructure and CSO Outfalls	
MANAGEMENT CRITERIA	
History and experience in performing similar work	
Availability of personnel, facilities, equipment, etc.	
Qualification and experience of support personnel	
Comprehensive work plan and schedule	
Significant experience in hydraulic modeling	
Proof of licensure	
COST CRITERIA	
Cost of goods/services to be provided	
Quality and quantity of Respondent’s services to previous clientele	

Respondent's financial ability to meet obligations	
POINT TOTALS	

11.0 SUBMISSION FORMS

In the absence of an express written notice to the contrary in the detailed requirements, all responses are to be submitted on the Proposal forms provided as **Exhibit A** to this RFP. Respondents should submit the following forms as part of their Proposal submission.

1. Professional Service Proposal/ Qualification and Costs Submission Form (Form 1)
2. Non-Collusion Affidavit (Form 2)
3. Ownership Disclosure Form (Form 3)
4. Professional Service Entity Information Form (Form 4)
5. Mandatory Equal Employment Opportunity Language- Goods, General Services, and Professional Services Contracts (Form 5)
6. Americans with Disabilities Act Notice (Form 6)
7. Disclosure of Investigations and Other Actions Involving the Vendor (Form 7)
8. Disclosure of Investment Activities in IRAN Certification (Form 8)*
9. Acknowledgement of Receipt of Addenda (Form 9)
10. Bid Document Submission Checklist (Form 10)
11. Copy of Respondent's Business Registration Certificate as issued by the State of New Jersey Department of Treasury, Division of Revenue*
12. A copy of State of NJ, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing. Information on this Certificate can be obtained on the web at <https://www.njportal.com/dor/businessrecords/>.

* Submission of the NJ Business Registration Certificate ("BRC"), the Certificate of Good Standing, and the Disclosure of Investment Activities in IRAN Certification ("Disclosure of Investment Activities in IRAN Form") are not required at time of Proposal submission for the Respondent or for any subcontractors. However, the City is requesting that the Respondent submit these documents with its Proposal. If the BRC or Disclosure of Investment Activities in IRAN Form are not included with the Proposal, they must be submitted prior to the contract award.

12.0 SUBMISSION PROCEDURES AND TERMS

12.1 Time and Place of Proposal Submission

Interested parties shall submit four (4) hard copies of their Technical Proposal and one (1) hard copy of their Cost Proposal to the City by no later than 10:00 a.m., on March 5, 2024. Both the Technical Proposal and Cost Proposal shall be presented in a plain **sealed** envelope, which shall be clearly marked "SEALED SUBMISSION ENCLOSED". The submittal envelopes shall each be labeled "Cottage Street Park Area – Flood Mitigation Project" and be addressed as follows:

John F. Coffey II
Law Director
City of Bayonne
630 Avenue C, Room 15
Bayonne, NJ 07002

Proposals will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. The City will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late or incorrect delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

12.2 Modification of Submission

Any Respondent may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The City must receive such communication prior to the closing time. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the City will not know the final price(s) or term(s) until the sealed submission is opened

12.3 Withdrawal of Submission

Submissions forwarded to the City before the time of opening of submissions may be withdrawn upon written application of Respondent, who shall be required to produce evidence showing that they are or that they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

12.4 Submission Pricing

Once submissions have been opened, they must remain firm for a period of sixty (60) days. The City will award a contract for the Services or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties.

12.5 Multiple Submissions

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

12.6 Errors in Submissions

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

13.0 INSURANCE AND INDEMNIFICATION

The Respondent shall be required to have the following insurance coverage. Said coverage or certification of ability to obtain said coverage immediately upon contract award, shall be applicable to this Proposal and be made a part of the Proposal documents:

Worker's Compensation Insurance

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

General Liability Insurance

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

General liability insurance shall be provided with limits of not less than \$2,000,000 per occurrence / \$5,000,000 aggregate to be amended based upon the specific work and values involved.

Automotive Liability Insurance

Automotive liability insurance covering the Respondent for claims arising from owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

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

Environmental Liability

Environmental liability insurance for liability and property damage in an amount of \$2,000,000 per occurrence / \$5,000,000 aggregate.

The preceding insurance requirements may be amended before the issuance of the final contract at the sole and absolute discretion of the City on a case-by-case basis.

Certificates of the Required Insurance

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Indemnification

The Respondent shall indemnify, defend, and save harmless the City, at the Respondent's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Respondent, his agents or employees, in the delivery of goods or services, execution of the work, or in the guarding of it.

14.0 OPRA COMPLIANCE

Records received, retained, retrieved, or transmitted under the terms of this contract and as a result of the Services performed by the successful Respondent for or on behalf of the City may constitute public records as defined in N.J.S.A. 47.3-16, and are legal property of the City. The successful Respondent

must agree to administer and dispose of such records in compliance with the State's public record laws and associated administrative rules.

In the event a claim is filed against the City with the Government Records Counsel or, in the Superior Court of New Jersey, or otherwise arising out of documents that were requested of the City or the successful Respondent under the Open Public Records Act or common law and the successful Respondent fails to provide the documents, the successful Respondent shall be responsible to defend, indemnify and hold the City harmless with respect to any such claims, fines or penalties imposed.

15.0 RESERVATION OF RIGHTS AND OPTIONS BY CITY WITH RESPECT TO THE RFP

By responding to the RFP, Respondents acknowledge and agree that the City, in its sole discretion, reserves the following rights and options regarding any and all Proposals:

- (a) To abandon the RFP process, including the right to decline to award a contract for any reason.
- (b) To accept the Proposal that best serves the interests of the City in the City's sole judgment.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFP.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.
- (h) To interview any and all Respondents.
- (i) To make investigations deemed necessary to determine the responsibility and qualifications of Respondent and the ability of Respondent to perform the Services.

16.0 CONDITIONS OF CITY WITH RESPECT TO THE RFP

By responding to the RFP, Respondents acknowledge and consent to the following conditions relative to the submission, review and consideration of its Proposal:

- (a) The issuance of the RFP is not intended to, and shall not be construed to, commit the City to execute a contract with Respondent.

- (b) Neither the City, nor its agents, staff, or consultants will be liable for any claims for damages resulting from the solicitation or receipt of Proposals, nor will there be any reimbursement to Respondent for the cost of preparing the Proposal or for participating in the Proposal process.
- (c) All Proposals will become the property of the City and will not be returned.
- (d) Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of the City and in accordance with law.
- (e) All activities related to the provision of the Services required pursuant to this RFP as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (f) Any and all Proposals must be received by the Proposal Submission Deadline, as may be revised by the City. Any Proposal not received by that time will not be considered unless the City determines otherwise.
- (g) In no event will the City assume liability for any loss, damage, or injury that may result from any disclosure or use of any information contained in or submitted with a Proposal, including any proprietary information.

EXHIBIT A
SUBMISSION FORMS

FORM 1

PROFESSIONAL SERVICE CONTRACT

PROPOSAL/QUALIFICATION AND COSTS SUBMISSION FORM

Please provide the name and address of Submitting Firm, Individual or Entity:

Please indicate the Professional Service/ Title for which you are Submitting:

Please State the Name and address of specific City, Authority, Board or other Public Body to which you are responding:

Note: In responding to these questions, you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation for Professional Services and the Solicitation Package for the above Professional Service / Title?

2. If the answer to question 1 is “No”, then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the City and its entities.

4. Please discuss your firm's record of success in providing the same or similar services to those being requested.

5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

6. Please provide a list of your current municipal or public clients as well as past municipal clients.

7. Please describe your (the firm's) ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

8. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to the your firm's past, current or pending representation of clients or entities who are engaged in litigation or disputes with the City of Bayonne or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state "none."

9. (OPTIONAL) ADDITIONAL MATERIAL. Please discuss any relevant or supplementary materials which may demonstrate your firm's qualification or capacity to perform the professional services listed or to illustrate why hiring your firm to perform these services would be in the best interest of the City.

10. (OPTIONAL) EXTENDING TERM OF OFFER. All submissions must be held open for 60 days following opening on the due date and then accepted or rejected unless a submitting party agrees to hold its offer open. Does your firm wish to hold your offer open for a longer period (up to one year maximum)? If yes, state the maximum length of time for which the offer made herein can be accepted by the City.

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above. I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the City.

Firm: _____
Firm Name (Print or Type):

Date: _____

BY:

Authorized Representative _____
Signature

Print Name

Print Titl

Subscribed and sworn to before me

This _____ day of _____, 20____

Notary Public, State of _____

(Signature of Professional)

My Commission expires _____

(Type or Print name of affiant and Title, under signature)

FORM 3 OWNERSHIP DISCLOSURE FORM

RESPONDENT NAME:

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE CITY OF BAYONNE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | | |
|---|--------------------------|--------------------------|
| | YES | NO |
| 1. The Respondent is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Respondent is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Respondent is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>

- | | | |
|--|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right; margin-right: 20px;">STATE ZIP</div>

5. As an alternative to completing this form, a Respondent with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

** Attach additional sheets if necessary*

FORM 4

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

*** If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

*** If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

FORM 5

EXHIBIT 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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

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

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

The successful professional service entity shall submit to the City of Bayonne, 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 vendor 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. 17:27-1.1 et seq.**;

OR

- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the City of Bayonne to be completed by the vendor in accordance with **N.J.A.C. 17:27-1.1 et seq.**

The successful professional service entity may obtain the Employee Information Report (AA302) from the City of Bayonne during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the City of Bayonne, and the gold *Vendor* copy is retained by the professional service entity.

The undersigned professional service entity 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 et seq. and agrees to furnish the required forms of evidence.

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

RESPONDENT: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

FORM 6

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

The Contractor and the City of Bayonne, (hereafter the "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the City pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESPONDENT: _____ SIGNATURE: _____

DATE: _____ TITLE: _____

FORM 7



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1
PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	_____		
TITLE	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	_____

NAME	_____		
TITLE	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	_____

NAME	_____		
TITLE	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	_____

NAME	_____		
TITLE	_____		
ADDRESS	_____		
ADDRESS	_____		
CITY	STATE	ZIP	_____

**Attach Additional Sheets If Necessary.*

PART 2
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3
DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Form 8



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchaseof/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____

Duration of Engagement	_____
Anticipated Cessation Date	_____
<i>*Attach Additional Sheets if Necessary.</i>	

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FORM 9

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>

No addenda were received

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM 10
BID DOCUMENT SUBMISSION CHECKLIST

REQUIRED DOCUMENT

**INITIAL EACH ITEM
SUBMITTED**

Professional Service Proposal/ Qualification and Costs
Submission Form (Form 1)

Non-Collusion Affidavit (Form 2)

Ownership Disclosure Form (Form 3)

Professional Service Entity Information Form (Form 4)

Mandatory Equal Employment Opportunity Language-
Goods, General Services, and Professional Services Contracts (Form 5)

Americans with Disabilities Act Notice (Form 6)

Disclosure of Investigations and Other Actions Involving the Vendor (Form 7)

Disclosure of Investment Activities in IRAN (Form 8)*

Acknowledgement of Receipt of Addenda (Form 9)

This Bid Document Submission Checklist (Form 10)

Copy of your Business Registration Certificate as issued by the State of New
Jersey Department of Treasury, Division of Revenue*

PLEASE NOTE:

* Submission of the NJ Business Registration Certificate (“**BRC**”) and the Disclosure of Investment Activities in IRAN Certification (“**Disclosure of Investment Activities in IRAN Form**”) are not required at time of Proposal submission for the Respondent or for any subcontractors. However, the City is requesting that the Respondent submit these documents with its Proposal. If the BRC or Disclosure of Investment Activities in IRAN Form are not included with the Proposal, they must be submitted prior to the contract award.

Signed: _____

Name/ Title: _____

Company: _____

Date: _____

EXHIBIT B
STANDARD GENERAL CONTRACT REQUIREMENTS

GENERAL CONTRACT REQUIREMENTS. Absent an express written waiver from the Client/Owner to the contrary, the submitting party (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) should understand that they will be bound by the following “General Contract Requirements” of the Client/Owner for all professional services contracts.

3.1 ACCEPTANCE OF GENERAL AND SPECIFIC CONDITIONS - PRIORITY OF CONTRACT PROVISIONS - Absent an express written waiver from the Client/Owner to the contrary, the submitting party should understand that they will be bound by these “General Contract Requirements and addendum” of the Client/Owner for all professional services contracts as well as the specific “Position/Title Description and Qualification Criteria” (Schedule A in the Submission Package) of the Client/Owner for the position or professional service to which the contract applies and that the contractual requirements of these general and specific provisions will be incorporated into any final contract. Some of the contents of the proposal submitted by the successful firm or firms(s) (such as, scope or work, fee structure and other terms) may also become part of any final contract. In the event of a conflict between any provisions of that final contract, the language of the body of that final contract shall control first followed (in order or priority) by the specific “Title/Service Description and Qualification Criteria” specified by the Client/Owner, then by these “General Contract Requirements” and addendum, and then last by any incorporated provisions of the Service Provider’s proposal.

3.2 CONTRACT NOT EXCLUSIVE. Absent an express contractual provision to the contrary, any professional service contract awarded by the Client/Owner with respect to a particular professional service or project service is not exclusive to one provider. The Client/Owner may, in its sole discretion, apportion work between and among providers and/or assign more than one provider to the same service or project.

3.3 ASSIGNMENT OR TRANSFER PROHIBITED. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Client Owner (i.e. the City or the soliciting City Entity).

3.4 SERVICE PROVIDER'S INDEPENDENT STATUS. It is expressly understood and agreed that the status of the professional service entity and its employees, agents, and officers in any contract awarded by the Client/Owner shall be that of an independent contractor retained on a contractual basis to provide professional

engineering services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the Service Provider or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Client/Owner for any purpose whatsoever.

3.5 PROFESSIONAL SERVICES ENTITY'S COMPLIANCE WITH LAWS The professional services entity agrees to fully comply with the provisions of any Federal, State, County and Local Government statutes, rules or regulations during the term of the contract including, but not limited to the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and shall indemnify, defend and hold the Client/Owner against any claim, fine, violation or other cost made and/or assessed against the Client/Owner arising from a violation of those laws caused by the professional service provider or by the professional service provider's agents, servants, subcontractor(s) or the employees of same.

3.6 GENERAL INSURANCE REQUIREMENTS – INDEMNITY. The professional service provider contracting with the Client/Owner shall maintain a minimum of \$1 million in errors and omissions and/or professional liability insurance during the period of performance required of any contract with the Client/Owner as well as such other insurance as may be specified in the “specific requirements” for the position or service contracted for and shall provide proof of such coverage(s) to the Client/Owner prior to performing any work or at any time such proof may be requested by the Client/Owner. The professional service provider contracting with the Client/Owner also agrees to indemnify, defend and hold the Client/Owner harmless against any claim for damages, injunctive relief or other civil liability or restriction made and/or assessed against the Client/Owner due to the actions or negligence of the professional service provider or by the provider's agents, servants or employees.

3.7 PAYMENT - AVAILABILITY OF FUNDS – NO INTEREST. The award of any Contract by the Client/Owner is subject to the Client/Owner's Executive Director or Chief Financial Officer certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the Client/Owner to make payment to the provider shall be limited to the funds appropriated and made available as set forth above. Provider will be obligated to notify the Client/Owner when 75% of the contract ceiling has been reached. Payments are processed by the Client/Owner following receipt of properly detailed and signed invoices and vouchers and approval by the Board at a regular meeting. Notwithstanding any other provision of the final contract, including any recitation of interest in the provider's rate schedule, no

interest or late payment fees or any type shall apply to or be due from the Client/Owner to the provider under this professional services contract.

3.8 ONE YEAR MAXIMUM TERM - TRANSITIONAL PERIOD - Pursuant to N.J.S.A. 40A:11- 3(b), may be awarded for a period not exceeding twelve (12) consecutive months. If, for any reason, a new contract has not been awarded prior to the expiration or termination of the existing contract, the professional services entity agrees that it will continue to provide services under the terms and condition of the existing contract until a new contract(s) can become completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration or termination of the original (existing) contract.

3.9 CLIENT/OWNER'S RIGHT TO CANCEL – NO MINIMUM PAYMENT IMPLIED OR GUARANTEED UNLESS SPECIFICALLY PROVIDED. Client/Owner reserves the right to cancel any contract entered into without cause and without penalty at any time during that contract period by mailing to the “Service Provider” a written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the firm’s fees shall be prorated for the work satisfactorily performed up to the effective date of termination.

3.10 CHOICE OF LAW – JURISDICTION- SAVINGS CLAUSE Any dispute between the Client/Owner and the submitting party with regard to any submission or offer to provide professional services or any contract entered into to do so shall be interpreted, subject to and governed by the jurisdiction and laws of the State of New Jersey and resolved in its Courts, except where jurisdiction is expressly preempted by Federal Law in which case the matter will be subject to the jurisdiction of the United States District Court for the District of New Jersey. Any contract provision later determined to be legally void or unenforceable shall not void the remaining provisions of the contract.