



Request for Competitive Contract Proposal
Medicaid Administrative Support Services
County of Union Department of Human Services

County of Union
RCCP# 5-2024

Release Date:
07/30/2024

Proposal Due Date:
08/27/2024
11:00 AM Eastern Daylight Time

Union County Division of Purchasing
Union County Administration Building
10 Elizabethtown Plaza, 3rd Floor
Elizabeth, New Jersey 07207

ADDRESS ALL SEALED PROPOSALS TO:

Michelle Hagopian, Assistant Director of Purchasing
Union County Division of Purchasing
Union County Administration Building
10 Elizabethtown Plaza, 3rd Floor
Elizabeth, New Jersey 07207
"RCCP-5-2024 - Medicaid Administrative Support Services

County of Union Request for Competitive Contract Proposal #5-2024
Medicaid Administrative Support Services

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COUNTY OF UNION

I. INTRODUCTION

The County of Union has prepared this Request Competitive Contract Proposal (RCCP) in order to acquire Medicaid Administrative Supportive Services.

The successful vendor will be required to perform, but not be limited to, the following services in the Union County Department of Human Services, Division of Social Services:

Customer outreach, data input in processing systems, ability to review and collect data, preliminary review of applications for missing information, outreaching customers for missing documents and handle mail processing. Services provision is associated with the Medicaid Family Care and ABD Units as a result of the unwinding of Medicaid waivers during the COVID-19 pandemic and Medicaid expansion during in pandemic recovery.

The mission of the Union County Department of Human Services (DHS) is to empower all Union County individuals, families, and communities to achieve their highest level of self-sufficiency and quality of life through an accessible, inclusive, and comprehensive approach to service delivery and care. The DHS envisions and builds an integrated system of services in which partners work together to provide programs that improve the lives of Union County residents and strengthen communities. Through values of customer service experience, community engagement, innovation, responsiveness, employee excellence, fiscal stewardship, transparency, and trust provide a comprehensive approach to DHS service delivery.

II. COMPETITIVE CONTRACTING REQUIREMENTS

A. EXAMINATION

The proposer shall carefully examine the specifications. Parties making RCCPs will be held to have accepted the terms and conditions as expressed in the specifications.

By submitting a proposal, the proposer states that he has carefully examined the specifications; that from his investigation, he has satisfied himself with the local conditions and all matters which may in any way

affect his performance. As a result of such examinations, he fully understands his obligations, and that he will not make any claim for, or have any right to damages, because of lack of any information.

B. PROPOSAL FORMAT

To be considered, proposers must submit a complete response to the RCCPs, using the format provided in the Proposal Cost Form, located as an attachment within this RCCP. For this RCCP, the proposal must remain valid for at least sixty (60) days from the date of the response deadline.

The contents of the proposal of the successful proposer will become the basis for the contractual obligations if the contract for services is executed.

C. INSTRUCTIONS TO PROPOSERS

All proposals shall be typed. **Proposals showing any erasure or alteration must be initialed by the proposer in ink.** Each original proposal must be signed in ink by the authorized signatory.

Each proposal page must be numbered.

Proposals for the service will be considered only from proposers not listed on the debarred list published by the State of New Jersey or the Federal government.

To be eligible for consideration, entire proposal package must be submitted prior to the time and location in the Advertisement. Any proposal received after time and date specified shall not be considered.

The County reserves the right to reject any and all proposals, or to waive any minor informality in the proposals, should it be deemed in the best interest of the County to do so.

Proposers are required to submit the names and addresses of the officers or principals of the corporation, firm or partnership submitting a proposal. Failure to submit will result in the rejection of such proposal as non-responsive.

The County of Union has the right to reject any and all proposals from any proposer that is in or contemplates bankruptcy of any chapter or nature. Said proposer must notify the County in writing of any existing condition or knowledge of the same.

Any proposed change, modification, or exception to the conditions and requirements in this RCCP may be the basis for the County of Union to determine the proposal as non-responsive to the RCCP and will be a factor in the determination of an award of a contract. The contents of the proposal of the proposer, as accepted by the County, will become part of any contract awarded as a result of this RCCP.

D. COMPETITIVE CONTRACTING SCHEDULE

A schedule has been established for proposer's proposals, proposal review, successful proposer selection, project initiation and completion. The following dates have been established for the procurement:

Event	Date
Release of RCCP	07/30/2024
Technical Assistance Meeting by Zoom	08/06/2024 at 10:00 AM
Questions Submitted By	08/20/2024 by 4:00 PM
Proposal Due Date	08/27/2024 at 11:00 AM EDT
Governing Body Action	09/25/2024
Commencement of Contract	09/30/2024

E. SUBMISSION OF PROPOSALS

Proposals must be received at the location and time listed below. No exceptions will be made.

RCCP# 5-2024 – Medicaid Administrative Support Services
August 27, 2024 at 11:00 AM EDT
The County of Union
Division of Purchasing
10 Elizabethtown Plaza, 3rd Floor
Elizabeth, New Jersey 07207

Number of copies & format: One (1) original, four (4) paper copies and one (1) electronic copy of the proposal in PDF format on a CD or Thumb Drive. Clearly mark the sealed submittal package with the title of this RCCP and the name of the responding firm addressed to Division of Purchasing. The original proposal shall be marked to distinguish it as an original.

Only those RCCP responses received prior to the date and time indicated above will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

F. PROPOSAL CONTACT

To ensure continuity of information and response to inquiries please contact:

Michelle Hagopian, Assistant Director of Purchasing
County of Union Division of Purchasing
10 Elizabethtown Plaza, 3rd Floor
Elizabeth, New Jersey 07207
E-mail Address: ucbids@ucnj.org
Phone: 908-527-4130

Oral explanations in regard to the meaning of these specifications will not be made, nor will oral instructions be given before the award of the contract.

Should a proposer find any discrepancies in or omissions from the specifications or should he be in doubt as to the meaning, he shall notify the Union County Division of Purchasing, in writing, at least seven (7) calendar days prior to RCCP opening. Further, any questions by prospective proposers concerning this RCCP may be addressed, in writing, to the Union County Division of Purchasing.

All requests for information or clarifications must be made in writing via e-mail to ucbids@ucnj.org. All requests for information, questions and clarifications shall be addressed to the Union County Purchasing Division as specified above. If necessary, the Purchasing Director will then issue a written clarification. Any additions and/or instructions will be issued in the form of an addendum or clarification.

No employee of the County of Union is authorized to give interpretations of any portions of the RCCP or to give information as to the requirements of the RCCP in additions to that contained in the RCCP.

G. PROPOSAL REVIEW AND EVALUATION PROCESS

The County, in cooperation with the Evaluation Committee will review

and evaluate each proposal on the basis of the Competitive Contract criteria. Interviews may be conducted with proposers if so desired by the Evaluation Committee.

Following the review process, the Evaluation Committee will forward its recommendation to the Union County Board of County Commissioners for approval and contract award.

H. QUALIFICATION OF PROPOSERS

A. Proposer must have a minimum of three (3) years of experience providing Medicaid supportive services directly related to Medicaid programs;

B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.

C. Resumes need to include education completed.

D. Contractor would be responsible to hire the following staff, one general project manager, supervisory staff, quality control specialists and processing staff and other staff identified in this RCCP.

E. A listing of all other engagements where services of the types being proposed were provided in the past three (3) years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;

F. A description of all other areas of Medicaid Administrative Support Services of the proposer, with emphasis on a description of those services of interest to a County government client;

The County may investigate the ability of the proposer to complete the contract. The proposer shall furnish all information requested by the County on the appropriate RCCP form page.

I. CRITERIA FOR AWARD OF CONTRACT AND PROPOSAL RESPONSES

Below are the criteria to be considered in the evaluation of each proposal. The criteria represent the factors that will be utilized by the Evaluation Committee to evaluate proposals to determine the successful proposer. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. Selection will be made of the company whose proposal best meets the needs of the County and will be final.

To help gauge how the selection will be made, please refer to the following criteria:

In order to ensure that each proposal is carefully considered, the County Purchasing Department has a procedure for proposal review. Each proposal will be evaluated against criteria detailed below.

A scoring system for each criterion will be as follows:

Each criterion will have a scoring system based on a 100 point scale. With a score of 90-100 being excellent, 80-89 being good, 70-79 being fair and below a 69 being poor. After review, a proposal with the highest total score out of the 5 criterion will be submitted for approval.

Criteria #1 - (Total points scored - 40 points)

Relevant and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned. The extent to which the applicant provides information about their background and experience, understanding of the services to be provided, ability to service the Union County Department of Human Services, Division of Social Services.

Criteria #2- (Total points scored – 20 points)

Knowledge of the County of Union and the subject matter to be addressed under this engagement

Criteria #3 - (Total points scored – 20 points)

Relevance and Extent of Similar Engagements performed

Criteria #4 – (Total points scored – 10 points)

Technical Proposal contains all required information

Criteria #5 - (Total points scored – 10 points)

The fiscal soundness of the detailed costs with narrative justification submitted by the proposer.

Total Points Scored Overall – 100 points

J. NOTICE OF AWARD

The successful proposer will be notified of the award of contract upon favorable decision by the governing body.

III. SPECIFICATIONS

A. SCOPE OF WORK

The County of Union is requesting qualifications proposals for Medicaid Administrative Support Services for the Department of Human Services Division of Social Services with offices located in Elizabeth and Plainfield, New Jersey.

The Division of Social Services establishes financial eligibility for Medicaid programs to a diverse population of over 49,000 participants. Along with Medicaid unwinding period, and the addition and expansion of Medicaid programs, the agency experienced a significant influx of initial applications. As a result, it seeks an outside vendor to assist with Administrative support services and tasks, to achieve appropriate levels of case processing timeliness, improve customer service satisfaction, and ultimately increase overall productivity.

Proposer will be required to perform, but not be limited to, the following services:

Provide administrative support services for the Intake Family Care and ABD units,

- Inputting the Intake paper applications into the Family Care Worker Portal
- Accessing the Medicaid Eligibility system to review clients/applicants Medicaid status
- Contacting clients via telephone calls for missing information on the actual applications
- Submitting and retrieving immigration electronic status requests
- Identifying unsigned applications and sending pending letters for signature
- Assistance with processing mail
- Evaluating information submitted on the applications and establishing missing verifications
- Submitting a Request for Information letter for missing information
- Handle RIMS (Returns in the mails) with established RIMS protocols

Provide administrative support services for the Redetermination Family Care and ABD units.

- Inputting the redetermination applications into the Family Care Worker Portal
- Accessing the Medicaid Eligibility system to review clients/applicants Medicaid status
- Identifying unsigned applications and sending pending letters for signature
- Contacting the clients via telephone calls for missing information on the actual applications
- Evaluating the information submitted on the application and establishing missing verification
- Submitting a Request for Information letter for missing information
- Handle RIMS (Returns in the mails) with established RIMS protocols
- Retrieving electronically submitted renewal applications from the Worker Portal and mailing to clients upon request (Invitation Code)
- Assistance with processing mail

It will be required that the awarded vendor implement a productivity tracking system and provide the productivity data to the Division of Social Services on a weekly basis, ensuring that productivity standards are met. Productivity information will be required for but not limited to, the number of applications inputted into the system, quantity of participants outreached, the total of applications retrieved online, and the amount of mail processed.

The vendor would be required to perform services onsite, work cannot be completed remote, and understands that under no circumstances are case records or case materials are to be removed from the Division of Social Services locations.

The vendor will also will be required to conduct and provide proof of background checks for all staff members hired to provide Medicaid Administrative support services under this RCCP. Anyone hired by the vendor will need to sign and adhere to a confidentiality agreement.

The Department of Union Services, Division of Social Services will responsible to provide task specific training related to the scope of services listed on the RCCP. The Division of Social Services will also provide computer and systems access and parking onsite as part of the agreement.

The vendor will be subjected to the Union County Department of Human

services Division of Social Services normal business hours and holiday schedule.

B. CONTRACT TERM

The County of Union shall award, upon authorization and adoption, by the Union County Board of County Commissioners, a contract commencing 09/30/2024 for a one (1) year term through 10/1/2025 with four (4) full year extensions for 2025, 2026, 2027, 2028 to be exercised at the County's option. Contract award is contingent upon the availability of funds for the duration of the contract period.

C. PRICING INFORMATION

All pricing and cost data must be submitted in accordance with the instructions below, and must be completed. No cost information shall be included in any part of the proposal other than the pricing section.

The proposer's pricing proposal must include all costs associated with the services described. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The proposer must be willing and able to successfully provide the services proposed for the prices given.

Complete FORM A at the end of this RCCP and submit with your proposal.

D. CONTRACT FORM

The successful proposer shall be required to execute the County of Union's form contract. A complete copy of a draft County of Union's form contract is available upon request. It is also agreed and understood that the acceptance of the final payment by proposer shall be considered a release in full of all claims against the County of Union arising out of, or by reason of, the work done and materials furnished under this contract.

E. FAILURE TO ENTER CONTRACT

Should the proposer, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the County may then, at its option, accept the proposal of another respondent.

F. COMMENCEMENT OF WORK

The proposer agrees to commence work on September 30, 2024.

G. PAYMENT

The County of Union shall make payments as services are rendered within 45 days of receipt of invoice.

IV. COMPETITIVE CONTRACT PROCESS REQUIREMENTS

A. RIGHTS RESERVED

Upon the determination that its best interests would be served, the County of Union reserves the right to:

- Cancel the competitive contracting process at any time;
- Amend these specifications at any time;
- Refuse to consider responses that do not conform with the specification requirements;
- Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the County may require;
- Require that any proposal submitted in response to these specifications, be retained by the County;
- The County reserves the right to request Proposers to make an oral explanation of their proposed services to assist the Evaluation Committee, on behalf of the County, in its determination of an award;
- Allow no additions or changes to the original response after the due date specified herein, except as may affect all proposers, or as specified in the evaluation criteria;
- Award in part, or reject any and all responses in whole or in part;
- Waive technical defects, irregularities and omissions; and
- Reject the response of any proposer in default with the County of Union of any prior contract or for misrepresentation of materials presented.

B. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RCCP responses shall remain open for a period of sixty (60) calendar days

from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals. The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

C. REJECTION OF PROPOSALS

The County of Union reserves the right to withdraw or cancel this process at its discretion at any time prior to execution of a contract, to reject any or all responses, or to waive any minor or non-mandatory technical deviations as it may deem fit and proper. The successful proposer's response will become part of the contract. All responses shall be retained by the County of Union.

The County reserves the right to obtain information from the Proposer or the Proposer's references regarding the ability of the Proposer to perform. Such information may be taken into consideration in evaluating the total Proposal.

D. EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

E. INCURRING COSTS

The County of Union is not liable for any costs incurred by the Proposer in the preparation, demonstration, or presentation of responses to these specifications.

F. PROPOSAL SPECIFICATIONS

The County of Union reserves the right to amend the specifications prior to the date for response submission. Addendums will be advertised and will be sent to all organizations who requested copies of the specifications.

G. OFFER OF GRATUITIES/INTEGRITY

The Proposer shall maintain the highest standards of integrity in the performance of this contract and shall not take any action in violation of state or federal laws, regulations or other requirements that govern contracting with the County of Union or the State of New Jersey. The Proposer shall not, in connection with this or any other agreement with the County of Union, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of known legal duty by any governmental official or employee.

By submission of a response, the Proposer certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the County of Union or the State of New Jersey or its political subdivision in connection with this procurement from the Proposer, the Proposer's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the County.

H. INTERPRETATIONS AND ADDENDA

Proposers are expected to examine the RCCP with care and observe all of its requirements. All interpretations and clarifications considered necessary by Union County in response to such comments and questions will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded as having received the RCCP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

I. CHALLENGE OF SPECIFICATIONS

Any proposer who wishes to challenge a specification shall file such challenge in writing with Division of Purchasing, no less than three (3) business days prior to the opening of the Request for Proposals.

Challenges filed after that time shall be considered void and having no impact on Union County or the award of the contract.

J. COST LIABILITY AND ADDITIONAL COSTS

The County assumes no responsibility or liability for costs incurred by the

proposers prior to the issuance of an agreement. The liability of the County shall be limited to the terms and conditions of the contract.

Proposers will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

K. REPRESENTATION

The Proposer, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.

V. GENERAL TERMS AND CONDITIONS

A. SUBCONTRACTING

Except as provided in this contract, no contract shall be made by the Proposer with any other party for furnishing of the work or services herein contracted for without the prior written consent and approval of the County and the Department of Economic Development. Each contract entered into between the Proposer and a subcontractor shall be provided to the County for prior review and approval, however, this provision does not require the approval of contracts of employment between the contractor and employees assigned for services hereunder.

B. INDEPENDENT CAPACITY OF THE PROPOSER

In the performance of this contract, the Proposer, its officers, employees, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the County of Union. It is expressly understood and agreed that the Proposer and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the resulting agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and

injury leave or other leave benefits.

C. INSURANCE

The successful Proposer shall carry and maintain at all times while this contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, the following insurance with limits not less than those shown below.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, and volunteers are to be covered as additional insureds.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work).
3. **Workers’ Compensation insurance** as required by the State of New Jersey, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if Consultant has employees).
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
5. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the

following provisions:

Primary Coverage - For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Union, its officers, officials, employees, and volunteers.

Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Union.

Verification of Coverage - Consultant shall furnish the County of Union with Certificates of Insurance before work begins.

Claims Made Policies - If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors -Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances - County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, employees, and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, official, employees and volunteers.

D. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the County of Union and all of its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, resulting from or alleged to arise out of or result from the performance of the Proposer's or Proposer's subcontractors work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death to any one person (including Proposer's employees), or to injury to or destruction of tangible property, including the loss of use resulting there from, regardless of whether or not such a claim, damage, loss or expense is caused by or alleged to be caused in whole or in part by the County of Union. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

E. EARLY TERMINATION

This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, when such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Proposer a Notice of Termination specifying which portion of this contract is terminated and the date on which termination becomes effective. In no event, however, shall the Proposer be paid for loss of anticipated profits or consequential damages.

F. DEFAULT

The County of Union may, by written notice of default to the Proposer, without prejudice to any other right or remedy, terminate this contract in any one of the following circumstances if the Proposer does not cure such failure within a period of ten (10) days (or such longer periods as the contract administrator may authorize in writing) after providing notice to the Proposer specifying such failure:

- If the Proposer persistently or repeatedly refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- If the Proposer persistently disregards laws, ordinances, rules, regulations or orders;
- If the Proposer fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;
- If the Proposer files a petition of bankruptcy, becomes insolvent, ceases its operation, makes an assignment for a creditor or any similar action that affects the affairs or property of the County;

G. RIGHTS AND REMEDIES

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

H. COUNTY RECOVERY

In the event the County of Union is required to undertake any legal action to enforce its rights and remedies under the contract, the County of Union shall be entitled to recover reasonable attorney fees and costs in the event the County prevails against the Proposer.

I. ASSIGNMENT OR TRANSFER

The Proposer may not assign, transfer, convey or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County of Union, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee.

The County of Union reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

J. OWNERSHIP OF MATERIAL

The County of Union shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by Union County to the proposer, for the purpose of assisting the proposer in the performance of this contract. All such items shall be returned

immediately to Union County at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of Union County, be disclosed to others or used by the proposer or permitted by the proposer to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for Union County pursuant to this contract shall belong exclusively to Union County. All data, reports, computerized information, and materials related to this project shall be delivered to and become the property of Union County upon completion of the project. The proposer shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of Union County. All information supplied to Union County may be supplied on CD-ROM media compatible with Union County's desktop computer operating system (Microsoft Windows XP Professional).

K. COOPERATION WITH COUNTY CONTRACTORS

The County of Union may undertake or award supplemental contracts for work related to this contract or any portion thereof or for work which may affect Proposer's activities. The Proposer shall cooperate with such other contractors and the County of Union in all such cases. Any subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Proposer.

L. COMPLIANCE WITH STATE STATUTES/LAWS/REGULATIONS

Any contract entered into between the proposer and the County of Union must be in accordance with and subject to compliance by both parties with all relevant State and Federal Laws including the New Jersey Local Public Contracts Law. The proposer shall sign and acknowledge such forms and certificates as may be required by this section.

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The

Proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

M. BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly, to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

Register online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the proposal is considered a MANDATORY REJECTION of proposals (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction proposals.

IN ADDITION:

The contractor shall provide written notice to all subcontractors and suppliers not specifically named on the proposal of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

N. LIQUIDATED DAMAGES

The proposer unconditionally agrees to substantially complete the work within the time limits stated in the Request for Proposal, or within the time as extended in accordance with the provisions of these administrative conditions.

In case the proposer fails to complete contracted work that is satisfactory and acceptable to the County of Union within the stipulated time limit, then the County of Union shall recover said loss by deducting the amount thereof out of any money, which may be due, or to become due to the proposer.

O. GOVERNING LAW

This contract and performance hereunder are governed by and construed in accordance with the laws and regulations of the State of New Jersey.

P. WAIVER

The Proposer agrees that no term or provision hereof shall be deemed waived and no breach excused by the County of Union unless such waiver of consent shall be in writing. Any consent by the County of Union to, or waiver by the County of Union of, a breach by the Proposer, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

Q. SEVERABILITY

If any provision of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

R. ADDITIONAL TERMS FOR CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises,

and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part

60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

S. FORCE MAJEURE

Neither party shall be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the County solely in its sovereign or contractual capacity, fires, floods, pandemics, epidemics,

quarantine restrictions or other public health emergencies, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the contractor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

T. OPRA

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), all contract documents and information prepared by Contractor and received by the County in response to this Request for Competitive Contract Proposals will become the property of the County of Union. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. Prior to the execution of this Agreement, Contractor shall advise the County in writing if any of Contractor's contract documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, Contractor shall be responsible to defend its position in the appropriate agency or court and Contractor shall indemnify, defend and hold the County harmless against any claims whatsoever, if the County denies access to such contract documents based on Contractor's request.

U. ENTIRE AGREEMENT

These terms and conditions, the mandatory minimum requirements, the specifications, and the forms, proposals, and resulting contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties regarding the system.

VI. FORMS REQUIRED

- FORM A: REQUEST FOR PROPOSAL CHECKLIST**
- FORM B: PROPOSER SIGNATURE PAGE**
- FORM C: GOVERNMENT REFERENCES**
- FORM D: BUSINESS REGISTRATION CERTIFICATE**
- FORM E: STATEMENT OF OWNERSHIP DISCLOSURE**
- FORM F: NON-COLLUSION AFFIDAVIT**
- FORM G: AFFIRMATIVE ACTION REQUIREMENT**

FORM H: AMERICANS WITH DISABILITIES ACT
FORM I: BUSINESS DISCLOSURE STATEMENT
FORM J: AFFIDAVIT OF NO CONFLICT OF INTEREST
FORM K: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
FORM L: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED
ACTIVITIES IN RUSSIA OR BELARUS
FORM M: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
FORM N: DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)
FORM O: ACKNOWLEDGEMENT OF RECEIPT OF
ADDENDUM/ADDENDA
FORM P: PROPOSAL COST FORM

FORM A: REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

DOCUMENT TITLE	INITIALS
• One (1) original and one (1) electronic copy of your entire proposal in PDF format on a CD or Thumb Drive	
• FORM A: REQUEST FOR PROPOSAL CHECKLIST	
• FORM B: PROPOSER SIGNATURE PAGE	
• FORM C: GOVERNMENT REFERENCES	
• FORM D: BUSINESS REGISTRATION CERTIFICATE	
• FORM E: STATEMENT OF OWNERSHIP DISCLOSURE	
• FORM F: NON-COLLUSION AFFIDAVIT	
• FORM G: AFFIRMATIVE ACTION REQUIREMENT	
• FORM H: AMERICANS WITH DISABILITIES ACT	
• FORM I: BUSINESS DISCLOSURE STATEMENT	
• FORM J: ADDIDAVIT OF NO CONFLICT OF INTEREST	
• FORM K: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
• FORM L: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	
• FORM M: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	
• FORM N: DISCLOSURE OF LOBBYING ACTIVITIES (LLL FORM)	
• FORM O: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA	
• FORM P: PROPOSAL COST FORM	

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

PRINT NAME OF COMPANY

SIGNATURE OF AUTHORIZED PROPOSER

PRINT NAME OF PROPOSER

PRINT TITLE

FORM B: PROPOSER SIGNATURE PAGE

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the proposal under **exact title** of the trade name, partnership, or proprietorship, and the proposal **must be signed by either the owner or a partner and witnessed by a notary public.**
2. If a **Corporation**, the proposal must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the proposal documents (pages).
4. The Person who signs this proposal form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF PROPOSER

SIGNATURE CORPORATE
SECRETARY

ADDRESS OF PROPOSER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

AFFIX CORPORATE SEAL

EMAIL: _____

BY: _____
SIGNATURE

DATE

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY
SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE
REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

FORM C: GOVERNMENT REFERENCES

The Proposer shall provide three government references, with contact names, email addresses, phone numbers and service/solution descriptions, which the County of Union may use in reference checking. The references must be from government organizations, where you are providing services to a customer(s) that are similar in type and scope as the County of Union.

REF. NO.	ENTITY AND CONTACT NAME	EMAIL	TEL. NO.	SERVICE/SOLUTION DESCRIPTION
1				
2				
3				
4				
5				

FORM D: BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

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

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-087-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107530

ISSUANCE DATE:
07/14/04

FORM BRC(08-01)

John S. Tully
Acting Director

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: 1092907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

ATTACH BRC HERE

FORM E: STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

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

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

FORM F: 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 Proposer making this Proposal for the RCCP

entitled _____, and that I executed the said proposal with
(title of proposal)

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal 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 _____, 20_____

Signature (**Original signature only;**
stamped signature not accepted)

(Type or print name of affiant under signature)

Notary public of the State of _____

My Commission expires _____

(Seal)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.

**FORM G: AFFIRMATIVE ACTION REQUIREMENT
REQUIRED AFFIRMATIVE ACTION EVIDENCE**

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

☐

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

☐

A photocopy of your Certificate of Employee Information Report

OR

☐

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

**Please note the following when completing the
Employee Information Report (Form AA-302)**

- ❖ The vendor must complete the Employee Information Report (Form AA-302) and retain a copy for the vendor's own files.
- ❖ A **copy** of the Employee Information Report (Form AA-302) must be submitted to the County of Union, Office of Affirmative Action, Administration Building, 5th Floor, Elizabeth, NJ 07027. **Failure to submit a copy of the Employee Information Report (Form AA-302) to the County of Union will delay execution of your contract.**
- ❖ The **original** Employee Information Report (Form AA-302) must to be submitted to NJ Department of the Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, P.O. Box 206, Trenton, NJ 08625-0206 along with the required \$150.00 non-refundable fee payable to: "Treasurer, State of New Jersey". **Failure to properly complete the entire form and to submit the required \$150.00 non-refundable fee to the State of New Jersey may delay issuance of your certificate.**
- ❖ After the original AA-302 form, along with the non-fundable fee, is received by the NJ Dept. of the Treasury, they will forward to you a Certificate of Employee Information Report. This document should be retained and submitted with future contracts with the County of Union.

**ATTACHED PLEASE FIND FORM AA-302
ALONG WITH INSTRUCTIONS PAGE**

This form can also be found at:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf

(REVISED 01/2022)

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.

FORM H: AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereto, 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, any 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.

Name _____ (Please print or type)

Signature _____ Date _____

FORM I: BUSINESS DISCLOSURE STATEMENT

(To be submitted with proposal)

- (a) Is or was anyone in your firm or company a member of the County Commissioner board within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____

No _____

Name

Position

Relationship

- (b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____

No _____

Name

Date

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____

No _____

Name

Position

Term

Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____

No _____

Reason for Action:

- (e) Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____

No _____

Name

State, County or Municipality

Date

- (f) Has your firm sued the County of Union in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____

No _____

Name

Date

- (g) Is your business currently in good standing with the State of New Jersey with all tax obligations and annual fees paid?

Yes _____

No _____

If no, please explain.

FORM J: AFFIDAVIT OF NO CONFLICT OF INTEREST

State of New Jersey :

: SS:

County of :

I, _____, the undersigned and _____

(Name)

(Name of Office)

of the company/firm/agency named in the within proposal, do hereby swear to the following:

(1) I have full authority to make the representations set forth in this Affidavit;
and

(2) I am unaware of any conflict of interest that could disqualify myself or my company/firm/agency should said company/firm/agency be selected among the list of approved vendors for the services and work by the County of Union, and shall immediately notify said County should one arise during the term of my contract.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____ 20_____._____
(Print Name)_____
NOTARY PUBLIC OF
MY COMMISSION EXPIRES:_____
(Signature)

_____, 20_____.

FORM K: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

COUNTY OF UNION NEW JERSEY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of 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 Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** 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

- ☐ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

- ☐ B. 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 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 information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



FORM L: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

FORM M: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

FORM N: DISCLOSURE OF LOBBYING ACTIVITIES (LL Form)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

N/A – My agency does not engage in any lobbying activities

1. Federal: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2, Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award		3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: ____ Prime ____ Sub awardee ____ Tier _____, <i>if known:</i> Congressional District, <i>if known:</i>			5. If Reporting Entity in No 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>		
6. Federal Department/Agency:			7. Federal Program Name/Description: CDDA Number, <i>if applicable</i> _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):			b. Individuals performing services including address if different from no. 10a) (<i>last name, first name, MI</i>):		
11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than 10,000 and no more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), 'Washington, DC 20503.

FORM O: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA

The undersigned proposer hereby acknowledges receipt of the following Addenda(s):

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

Acknowledged for: _____
(Name of PROPOSER)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addendum/Addenda

FORM P: PROPOSAL COST FORM

The costs associated for each of the five (5) years shall be an estimate based upon.

YEAR 1

\$ _____ = \$ _____

YEAR 2

\$ _____ = \$ _____

YEAR 3

\$ _____ = \$ _____

YEAR 4

\$ _____ = \$ _____

YEAR 5

\$ _____ = \$ _____

Total Cost =