

City of Trenton
319 East State Street, Trenton, New Jersey

**REQUEST FOR PROPOSALS
THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A.
19:44A-20.4 ET SEQ.**

FOR

**ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND TECHNICAL
CONSULTING; AND ENVIRONMENTAL PROJECT MANAGEMENT:
TRENTON BROWNFIELDS PROGRAM**

FOR THE

**CITY OF TRENTON
DEPARTMENT OF HOUSING ECONOMIC AND DEVELOPMENT**

To be received on:



DECEMBER 14, 2021 at 11:00AM

DIVISION OF PURCHASING

RFP2021-54

**CITY OF TRENTON
NOTICE OF REQUEST FOR PROPOSALS**

RFP2021-54

PURSUANT TO LFN2020-10, the City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND
TECHNICAL CONSULTING; AND ENVIRONMENTAL PROJECT
MANAGEMENT: TRENTON BROWNFIELDS PROGRAM

BIDDERS SHALL LOG ON TO A VIRTUAL BID OPENING ON DECEMBER 14, 2021 AT 11:00AM TO:

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1608167060?pwd=TDVVd1c1TkpaU3NENlcyT3djeW5RUT09>

Meeting ID: 160 816 7060

Passcode: 016848

One tap mobile

+16468287666,,1608167060# US

The City of Trenton requires submission of sealed proposals by **DECEMBER 14, 2021 AT 11:00AM** to Isabel C. Garcia, QPA, Purchasing Agent, Division of Purchasing, 1st floor, 319 East State Street, Trenton, NJ 08608.

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City website.

The link to request a copy of the proposal is <https://nj-trenton.civicplus.com/list.aspx>

Respondents should visit the City of Trenton's website for any addenda, notices or cancellations issued prior to the request for proposal opening date at <https://nj-trenton.civicplus.com/list.aspx>. Failure to submit acknowledgement of an addenda is a fatal defect.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton
Isabel C. Garcia, QPA
Purchasing Agent

RFP2021-54

609-989-3139

REQUEST FOR PROPOSALS FOR PROFESSIONAL ENVIRONMENTAL PLANNING, GRANT MANAGEMENT AND TECHNICAL CONSULTING; AND ENVIRONMENTAL PROJECT MANAGEMENT: TRENTON BROWNFIELDS PROGRAM



CITY OF TRENTON DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

The Department of Housing and Economic Development of the City of Trenton is soliciting proposals for a professional consultant to assist in the completion of various brownfield and economic development projects under management by the City's Brownfields Program. The City of Trenton's Brownfields Program has been operating since the mid-1990s with the primary mission of funding and managing environmental assessments, investigations and remedial actions of city-owned properties to enhance their ability to be sold and redeveloped. The City's Brownfields Program is award-winning and nationally recognized for its success in managing brownfields projects leading to numerous developments for residential, open space, industrial/commercial and public uses. An overview of Trenton's Brownfields Program can be found at:

<https://www.trentonnj.org/DocumentCenter/View/3235/2018-Brownfields-Action-Plan-PDF?bidId=>

This contract will be awarded on a time and materials basis (not to exceed) for a one-year contract, for an estimated 15 hours per week of work (up to 774 total hours per year). Level of effort based on the work requirements herein will be further subdivided as follows:

- 1) Grant Applications and Management
- 2) Technical Project Management
- 3) Technical Resources to Brownfields Coordinator
- 4) Brownfields Program Capacity Building

These tasks are further explained in this RFP. Potential funding sources for this work may include US Environmental Protection Agency (EPA) brownfield assessment grants, cleanup grants, and revolving loan funds; Urban Enterprise Zone (UEZ) funds; U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) funds; U.S. Economic Development Administration (EDA) grants, City of Trenton capital

budget funds, New Jersey Department of Environmental Protection (NJDEP) DEP 319 (h) and NJDEP/NJEDA Hazardous Discharge Site Remediation Fund (HDSRF) grants and/or other available grant funds. The selected consultant will be expected to track time spent on individual projects and tasks and will be responsible for ensuring that billed work is eligible under the approved funding sources. The Technical Resource Manager and Project Managers from the selected consultant will be expected to spend a portion of the time under this contract on site at Trenton City Hall.

1.0 Qualifications

Firms submitting proposals are required to have the following qualifications and/or experience:

- Proof of Insurance, including: Professional liability (\$2,000,000 per occurrence, minimum); automobile liability (\$1,000,000, minimum); worker's compensation (\$1,000,000, minimum);
- Preparing and submitting applications for, and managing, environmental and economic development grants available from various departments of the State of New Jersey (NJDEP, NJEDA, etc.) and the Federal Government (USEPA, USEDPA, HUD, etc.);
- Managing similar projects or aspects of projects indicated in section 2.0, including, but not limited to: technical project management of environmental assessments, investigations and remediation projects; technical workscope development, requests for proposal and bid specification development; project planning and permitting; and construction project management;
- Providing State-licensed Licensed Site Remediation Professional(s) (LSRPs) for oversight of certain projects; and
- Providing a qualified Technical Resource Manager meeting specific qualifications listed herein to manage all technical resources at the project management, site management and task level.

The consultant will identify a single point of contact, the Technical Resource Manager, for management of all aspects of this contract. The assigned Technical Resource Manager of the selected consultant must have the following skills, at minimum:

- Bachelor's Degree in Environmental Science or Planning, Engineering, Planning, Environmental Science or related field (graduate degree preferred);
- Professional Certification in the Technical Resource Manager's field of expertise;
- A minimum of 15 years of experience in environmental planning, brownfields project management and environmental grant management;
- Demonstrated experience in writing and managing grants for: brownfields assessment, investigation and cleanup; open space development; wetlands restoration; waterfront development; urban redevelopment and related economic development;
- Familiarity and Experience in Brownfield redevelopment project management;
- Familiarity and Experience with environmental regulations of the State of New Jersey; and

- Familiarity with New Jersey Local Procurement Law.

Work to be completed under this contract will be under the direct oversight of the Division of Economic Development's Brownfields Coordinator and, ultimately, the Director of the Department of Housing & Economic Development.

The technical contact and Brownfields Program Manager for the City of Trenton is:

J.R. Capasso, C.P.G.
 Department of Housing and Economic Development
 Division of Economic Development
 319 E. State Street
 Trenton, NJ 08608
 (609) 989 – 3501
jcapasso@trentonnj.org

2.0 Scope of Work

Work may include all phases of the following project categories or tasks:

2.1 Brownfield Grant Coordination and Management

The City of Trenton's Brownfields Program relies heavily on competitive funding obtained from various sources. As part of this contract, the consultant will be responsible for:

- Preparation and submittal of Federal, State and other applications for brownfields and related (economic development, planning, open space, trails, other environmental) grants, including but not necessarily limited to the following grants or grant programs:
 - USEPA Brownfield grants (Assessment, Cleanup, Multi-site, other);
 - NJDEP/NJEDA HDSRF grants;
 - NJDEP Section 319(h) grants;
 - USEDAs grants;
 - FEMA grants
- Preparation of legal documentation required for grant applications and award acceptance;
- Grant Management including, but not limited to, technical and professional consulting on all matters relating to brownfields and related grants including correspondence, compliance, cooperative agreements, record-keeping and financial monitoring;
- Grant Reporting in accordance with applicable requirements;
- Track grant and programmatic metrics;
- Prepare and submit award applications as directed;
- Additional Brownfields Financing Assistance
 - Identification of grants, tax incentives, and other financial assistance;
 - Application writing for grants and other incentives;
 - Fulfillment of administrative requirements of incentives; and
 - Serve as a communication link between Trenton and funding agencies.

Currently active grants being managed by the Brownfields Program include the following:

<u>Grant</u>	<u>Balance or Budget</u>
USEPA Assessment Grant (2022)	\$300,000
USEPA Cleanup Grant: Scarpatti (2014)	\$ 11,498
USEPA Brownfield Revolving Loan Fund (2021 2 nd gen)	~\$475,000
HDSRF Grant: Magic Marker BDA (old)	\$117,904
HDSRF Grant: Storcella site (pending)	\$523,782
HDSRF Grant: Fisher/Pukala site (2019)	\$383,743
HDSRF Grant: Clinton Commerce Center (2020)	\$1,034,788
HDSRF Grant: New Method Cleaners (2022)	\$150,272
HDSRF Grant: Powerhouse (2021)	\$141,199
HDSRF Grant: Greenway Sites	\$122,781
HDSRF Grant: Assunpink Daylighting (2022)	\$222,763
HDSRF Grant: Scarpatti site (pending)	\$886,249

The City may apply for additional USEPA, HDSRF or other funding, or technical assistance, during the contract period, such as a new USEPA Cleanup Grant application for New Method Cleaners. Some grants will also be closed out in 2022 requiring submittal of closure documentation.

For cost estimating purposes, it is estimated that **176 professional hours** will be required to complete the requirements of this task. This task typically requires management by the Technical Resource Manager with assistance from Project Managers and Administrative personnel. A further breakdown of labor hours by task, sub-task, project and project activity is included in **Attachment D**.

2.2 Brownfield Site (Project) Coordination and Management

The City of Trenton's Brownfields Program currently manages approximately 30 active brownfields sites in various stages of assessment, investigation, remediation, development planning and development. As part of this contract, the consultant will be responsible for ongoing, continuous management of scope, schedule and budget for up to 15 active projects, project details for which are included in Attachment A. The consultant will be required to perform the following duties on the following sites or groups of sites:

- Assunpink Greenway – a long-term, multi-site project to create a 99+-acre greenway and park running through the City of Trenton from the Trenton Train Station to the City's northeastern border.
 - Oversee assessment, investigation and remediation activities at various individual Assunpink Greenway sites, including the coordination of work with development activities, application and management of grant funds, development of work scopes for assessments, investigations, and remedial activities and oversight of activities, and coordinating with DEP and LSRP to obtain a remedial action outcome (RAO) letter, as appropriate. Sites include:
 - Fisher site on Hart Avenue
 - Pukala site on Poplar Street

- George Page Park/Hetzel Field/Milner sites
 - Powerhouse/Freightyards site
 - Scarpati Site
 - Clinton Commerce Center site
 - Storcella site
 - Assist in compliance with New Jersey's Green Acres Program requirements
 - Support and outreach work;
 - Identify sources of, and acquire, funding for investigation, remediation, planning and development; and
 - Manage grants as appropriate, to include NJDEP 319(h) and HDSRF grants, and EPA grants.
- Assunpink Daylighting Project at Broad and Warren Street – a project that kicked off in October 2017 and was completed in June 2020 to return a covered and channelized portion of the Assunpink Creek into a more natural environment and more useable space in the City's Downtown. Final work tasks include:
 - Coordinate with the Army Corps of Engineers for matters relating to project closeout and return of residual financial resources, if any;
 - Oversee remaining work at site, if required;
 - Manage existing 319(h) grant, including close out;
 - Assist in coordination of community outreach work;
 - Serve as liaison between the city and various agencies to include Army Corps of Engineers, Mercer County Soil Conservation District, NJDEP and USEPA.

See **Attachment A** for current status of active sites.

Licensed Site Remediation Professional (LSRP) Services – for certain projects, the City may require that the subcontractor provide the services of an LSRP, and/or act as the LSRP of record. This service is being used in special circumstances in order to streamline the site closure process when and if applicable.

It is estimated that approximately **360 professional hours** will be required to complete the requirements of this task and include the services of Project Managers, Site Managers, Engineers, Environmental Scientists/Planners, the Technical Resource Manager and Administrative Assistance. A further breakdown of labor hours by task, sub-task, project and project activity is included in **Attachment D**.

2.3 Technical Resources

In addition to the management and staffing of projects listed in section 2.2, the consultant will also provide technical resources to support other projects being managed by the City's Brownfields Coordinator. Recent and current technical resource needs include the following technical specializations and/or tasks:

- Preparation and review of Engineering bid specifications for remediation
- Preparation and review of demolition bid specifications

- Permitting associated with remediation and demolition
- Green Acres compliance
- Site Management and subcontractor oversight
- Provide Project oversight as LSRP of record for the following sites:
 - P&G Trading Co. (remediation oversight and regulatory closure)
 - Pattern Machine & Foundry (Issue RAO)
 - Other sites as may be required
- Provide support for project steering committees
- Provide support for economic development, redevelopment and real estate projects

This task will also include participation in new projects, emergency actions or other short-term actions as directed by the Brownfields Coordinator. It is estimated that approximately **58 professional hours** will be required to complete the requirements of this task. Levels of support would include LSRPs, the Technical Resource Manager, Project and Site Managers, Engineers and other technical staff, and support staff. A further breakdown of labor hours by task, sub-task, project and project activity is included in **Attachment D**.

2.4 Brownfield Program Capacity-Building

The Brownfields Program is an award-winning program that continues to evolve, grow, inform Federal and State Brownfields policy, and mentors other communities trying to establish brownfields programs in their communities. Capacity-building activities includes:

- Better Environmental Solutions for Trenton Committee, the steering and advisory committee to the Brownfields Program.
 - Serve as staff to the Brownfield Stakeholder committee
 - Develop meeting agendas, topics, minutes, outreach to members
 - Identify and schedule speakers for meetings
 - Develop annual brownfields tour
 - Serve on the BEST Executive Committee
- Assist in updating quadrennial Brownfields Action Plan and reporting to the Mayor (expected to be completed in December 2022)
- Support the Brownfields Program's work with the NJDEP's Community Collaborative Initiative.
- Provide notification and coordination of outside activities that may provide a means of increasing the performance, capability or notoriety of the Brownfields Program, including conferences, marketing events, technical sessions, webinars, safety training and award opportunities.
- Support programmatic initiatives with State and Federal partners to obtain Technical Assistance and other mutually beneficial tasks.
- Collaborate to inform state and federal brownfields policy, including working with other established brownfields communities for mutual benefit.

It is estimated that approximately **180 professional hours** will be required to complete the requirements of this task. Levels of support would include the Project/Program Manager,

other technical staff, and support staff. A further breakdown of labor hours by task, sub-task, project and project activity is included in **Attachment D**.

Note: This scope of work requires the selected consultant to participate in the writing of requests for proposals for, and selection and oversight of, environmental, engineering and remediation contractors. **The company selected for this contract will be disqualified from bidding on any City of Trenton environmental, engineering or remediation work for the period of these contracts.**

3.0 Submittal Requirements, Evaluation and Selection Criteria, and Contract Awards

Proposals will be evaluated based on the following information to be submitted:

- Documentation of Experience - The City of Trenton reserves the right to consider the Subcontractor's experience in awarding the contract. The Subcontractor shall submit a summary of relevant work experience documenting completion of work of similar character to that required in the specification. Depth of experience obtaining and managing environmental grants for municipalities.

In addition to the requested summary, the following specific information is to be submitted to document specific experience:

- A list of all Federal grant applications prepared for and submitted to USEPA in the last 5 years, with grant name, submittal date, and site name and location. Include notations on whether those grant applications were awarded, denied or pending;
- A list of all State applications for environmental-related grants (HDSRF, other) that were prepared, submitted in the last 5 years, with grant name, submittal date, and site name and location. Include notations on whether those grant applications were awarded, denied or are pending;
- Summaries (or case studies) of three projects completed or largely completed in the last 5 years that used Federal and/or State environmental grants. The summary is to include environmental issues (Areas of concern, contamination, media, etc.); funding; remedial actions; innovative techniques employed; project-specific challenges and development outcomes.
- Meeting threshold skills requirements as stated above for the proposed Technical Resource Manager. Proposals must contain comprehensive resume of proposed Technical Resource Manager.
- Subcontractor shall provide proof of adequate insurance including professional liability and workmen's compensation. Upon award of contract, subcontractor shall name the City of Trenton as an additional insured when applicable;
- Methodology – As part of the proposal, the Subcontractor shall submit a written plan briefly describing how the work will be completed. At a minimum, this plan shall include the work methodology and relevant NJDEP regulations. Please provide assumptions on assigned staff, hours, tasks etc.
- Include a breakdown of wage rates and job titles for various professional labor categories.

- References - Submit three client references that can provide an indication of work performed on their behalf. Demonstration of municipal government experience is preferred.

A summary of project submittal requirements, as specified above, is as follows:

Submittals	Due
1. Methodology Plan	With Proposal
2. Documentation of Experience (including detailed list of grant experience and proposed Project Manager Experience)	With Proposal
3. Proof of Insurance	With Proposal
4. Completed Price Form	With Proposal
5. Invoices for Payment	Monthly (with required backup including detailed labor hours on task)

In addition to price form information required above. It is required that a schedule of billing rates for all professional titles that may be billed to this project be included.

Selection Criteria

The contract will be awarded based on the following criteria:

- 1) Experience (with similar projects, Federal and State grants, Trenton projects; Local government projects, Project Manager and staff experience) 40 %
- 2) Meeting Submittal Requirements (forms, insurance, references, etc.) 30 %
- 3) Pricing (total proposal price and individual labor rates) 30 %

Contract award is also subject to approval by: 1) the New Jersey Department of Community Affairs's Division of Local Government Services and 2) the Trenton City Council.

4.0

Adherence to Federal Requirements

In the event that USEPA Assessment Grant monies are used to fund the any portion of work assignments issued under this contract, the Consultant must adhere to all applicable Federal requirements. These requirements include:

1. The contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition (see Attachment B).
2. The contract is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting).
3. The contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
4. The relevant cooperative agreement conditions and applicable regulations are included in this RFP as Attachment B.
5. All contractors must verify that they are not debarred from receiving Federal funds (see Attachment C).
6. The Minority-owned Business Enterprise (MBE) goal set under the grant agreement funding this work is 1.1%. The Women-owned Business Enterprise (WBE) goal is 3.4%.
7. While evaluating bids or proposals, the City of Trenton will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" to ensure that the firms submitting proposals are not prohibited from participation in assistance programs. The City of Trenton will comply with the requirements regarding subawards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.

<u>TASK</u>	<u>Unit Cost (1)</u>	<u>Units/Year (2)</u>	<u>Total Cost</u>
1 - Brownfield Grant Coordination and Management	_____	176	_____
2 - Brownfield Site (Project) Coordination and Management	_____	360	_____
3 - Technical Resources to Brownfields Coordinator	_____	58	_____
4 - Brownfield Program Capacity Building	_____	180	_____
TOTAL		774	\$ _____

- NOTE: The City of Trenton reserves the right to award all, part, or none of the work associated with this Request for Proposals.**

Date: _____

Appendix A: Project Tasks and Needs for 2022 Brownfields Projects

SITE	Current STATUS	Accomplished 2021	Current next steps
Fisher site	Evaluated work to date. Proposed additional RI investigation.	Evaluate ARS applicability for site.	Manage grant related work, and project work.
Pukala site	Revised interim remedial measures report pending.	Evaluate ARS applicability for site.	Manage grant and project related work.
George Page / Hetzel Field	Construction on parking lot is meeting remediation requirements; field remediation TBD.	HDSRF grant received, remediation specs included in Phase II parking specs; PA/SI/RI/RAW completed; Alternative Fill Plan approved.	Manage any env issues during construction of parking lot; oversee RAR; oversee any additional sampling required for field portion.
Freightyards/ Powerhouse sites	Survey pending for bid documents to complete remediation.	SI/RI/RAWP completed and submitted to NJDEP.	Complete survey and bid documents for cap installation. Manage grant and project related work.
Scarpati site	Sampling required in areas to remain un-capped. Wetlands LOI, RAWP, revised QAPP pending.	Evaluated ARS applicability for site. Contracted with French & Parrello and Langan to complete permitting and RI.	Oversee completion of end use design, RI, and remediation.
Storcella site	Storcella RAR pending. Surface soil sampling for cap compliance pending.	Evaluated ARS applicability for site. Prepared sampling plan.	Complete surface soil sampling to evaluate for cap.
Clinton Commerce Center	Sampling pending to characterize concrete waste. Sampling pending for delineation and cap compliance.	Completed ARS evaluation for site. RIWP for soil completed, including surface soil sampling for cap.	Develop bid spec for RI work, oversee procurement. Oversee sampling for concrete and prepare RFP for concrete removal.
Federated Metals	Remediation to completed.	Maintained EPA grant compliance. Completed 2 nd phase of remediation.	Additional remediation required. Seek assistance from NJDEP and EPA. Provide technical resources as needed. Continue to manage grant compliance.
Pattern Machine and Foundry	RI and RAWP reports submitted. CEA approved.	Completed RI and RAWP reports, submitted to NJDEP. CEA submitted and approved.	Issue RAO.
104- 108 Taylor Street	PA, SI, RI and Demolition completed.	RI completed and UST removed.	Provide technical resources to Brownfields Coordinator/Project Manager, as needed. Transition to Recreation Dept. for construction, and engineering and institutional controls.
P&G Trading (Crane Site)	RA scope finalized.	RA scope of work and procurement completed.	Continue to provide LSRP oversight. Oversee RA work and draft RAR. Issue an RAO for LNAPL AOC if appropriate or complete institutional controls.
New Method Cleaner	HDSRF application submitted. RI/RAW completed	No action taken, pending HDSRF approval.	Provide technical resources as needed. Manage HDSRF application, closing, and reporting requirements.

Roebing Block 2	LSRP selected. RI completed.	Draft bid documents for remediation completed in draft	Provide technical resources as needed.
Amtico Square	Verify integrity of engineering control (in progress).	Acquisition complete, new fence and gate installed; assistance to Isles on AWP. AWP report issued	Provide technical resources including: Green Acres reimbursement request. Funding for debris removal. Engineering and Institutional controls. Transition to Recreation Dept.
Assumpink Daylighting (Culvert) project	Daylighting completed. USACE contractors demobilized. RAR to be issued by LSRP. HDSRF Grant pending.	Provided construction management oversight, project closeout and legal support. Worked with CCI/ EPA on park design. Coordinate issuing of RAR with LSRP.	Continue to work with stakeholders and grant partners to close out the project and receive any unspent funding.

ATTACHMENT B
US EPA TERMS AND CONDITIONS

Administrative Conditions

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the New Jersey Department of Environmental Protection as follows:

- for New Jersey MBE: Construction: 5.3%
- for New Jersey WBE: Construction: 12.6%
- for New Jersey MBE: Equipment, Supplies and Services: 1.1%
- for New Jersey WBE: Equipment, Supplies and Services: 3.4%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as New Jersey Department of Environmental Protection.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The reports must be submitted semiannually for the periods ending March 31st and September 30th for:

- Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and
- All other recipients not identified as annual reporters (40 CFR Part 30 and/or 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Michele Junker, the Region 2 DBE Coordinator. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at <http://www.epa.gov/osbp/grants.htm>.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

2. ADVANCE METHOD OF PAYMENT

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and faxing it to the Las Vegas Finance Center at 702-798-2423. This form can be found at www.epa.gov/ogd/forms/forms.htm.

3. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

4. ELECTRONIC TRANSFER OF FUNDS

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer after January 2, 1999. In order to comply with the Act, a recipient must receive payments via one of two electronic mechanisms available to them:

A) Automated Standard Application for Payments (ASAP)

ASAP is an automated drawdown system sponsored by the U.S. Department of the Treasury. Recipients must enroll with Treasury. Additional information concerning ASAP can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2495, or by visiting

www.fms.treas.gov/asap

Under this payment mechanism, the recipient initiates, via ASAP, an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

In order to receive payments via ASAP the recipient must first complete an ASAP enrollment application and have an ASAP account set up.

B) Electronic Funds Transfer (EFT)

Under this payment mechanism, the recipient submits an EPA Payment Requests Form to EPA for approval. Approved funds are credited to the recipient organization at its designated financial institution. In order to receive EFT payments the recipient must first complete and return the *ACH Vendor/Miscellaneous Payment Enrollment* form (TFS Form 3881) to the EPA Las Vegas Finance Center. The Enrollment form can be found by visiting

<http://www.epa.gov/ocfo/finservices/payinfo.htm#grants>. Upon receipt and processing of the enrollment form, the LVFC will send you a letter assigning you an EFT Control Number. At that time you will also receive an EFT payment process Recipient's manual along with a supply of EPA Payment Requests and other required forms. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2495.

5. FEDERAL FINANCIAL REPORTS/GRANT CLOSEOUT

A) Interim Federal Financial Reports (FFRs)

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following each anniversary of the start date of the agreement.

B) Final Federal Financial Report

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center:

U.S. Environmental Protection Agency
Las Vegas Finance Center
PO Box 98515
Las Vegas, NV 89119

or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Contracts Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

6. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

7. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

RESTRICTIONS ON LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

8. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE (PART 31)

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Region 2, Grants and Contracts Management Branch prior to the budget/project period expiration dates. An interim FFR (SF-425), which covers all expenditures and obligations to date, must also be submitted to the Las Vegas Finance Office at the address below.

U.S. Environmental Protection Agency
Las Vegas Finance Center
PO Box 98515
Las Vegas, NV 89119

or by Fax to: 702-798-2423.

10. RECYCLING AND WASTE PREVENTION

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

11. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to

date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

12. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

13. SUBAWARD POLICY

a. The recipient agrees to:

1. Establish all subaward agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
3. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
4. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
5. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
6. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
7. Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and;
8. Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

14. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

15. TRAFFICKING VICTIM PROTECTION ACT OF 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the

award is in effect; or use forced labor in the performance of the award or subawards under the award.

16. ACORN

Congress has prohibited EPA from using its FY 2010 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

17. PAYMENT TO INDIVIDUAL CONSULTANTS

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

Programmatic Conditions

I. GENERAL FEDERAL REQUIREMENTS

Note: These terms and conditions contain references to EPA financial assistance regulations at 40 CFR Parts 30 and 31. 40 CFR Part 30 is applicable to non-profit and educational institution recipients and 40 CFR Part 31 is applicable to governmental recipients.

A. Federal Policy and Guidance

1.
 - a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2010 competition for Brownfields cleanup cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.
 - b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that cleanup

ATTACHMENT C
The City of Trenton
Certification of Eligibility to Receive Federal Funds

NOTE: Please provide this form for ALL subcontractors to be involved with contract.

I, _____, an authorized
representative of _____ (company) certify
that _____ (company) is not debarred from receiving Federal funds.

_____ (signature)

_____ (print name)

_____ (title)

_____ (date)

ATTACHMENT D
**Breakdown of Labor Hours by Task, Project and Sub-
Task**

ATTACHMENT D

Funding category	Hours allocated 2022	Scope of work
Brownfield Grant Writing, Coordination, and Management		
BCRLF	3	Maintain reporting requirements
319(h) culvert	10	Negotiate ability to reinvest any returned ACOE funds into project; maintain 319 reporting requirements
EPA Assessment Grant	20	Maintain reporting requirements
EPA Cleanup Grant	45	Develop 2022 Cleanup grant application for New Method Cleaners
Clinton Commerce Center - HDSRF	5	Reimbursement requests and reporting
Scarpati HDSRF and EPA	30	track closing documents and reporting
Storcella HDSRF	5	Maintain reporting requirements
Fisher / Pukala HDSRF	5	Maintain reporting requirements
Powerhouse HDSRF	5	Maintain reporting requirements
New Method Cleaners HDSRF	20	track closing documents and reporting
Culvert HDSRF	20	track closing documents and reporting
Assunpink Greenway BDA	4	Maintain reporting requirements
Magic Marker BDA	4	Maintain reporting requirements
Brownfield Site (Project) Coordination and Management		
	176	
Hetzel	10	Manage any env issues during construction of parking lot; oversee RAR; oversee any additional sampling required for field portion.
Storcella	20	Complete surface soil sampling procurement and oversight to evaluate for cap. Manage LSRP RAO process.
Fisher / Pukala	30	Manage project work - procurement of environmental remediation contractor, and oversight of work.
Freightyards / Powerhouse	40	Complete bid documents for cap installation. Manage grant and project related work.
Milner	20	Manage fence installation and placement of soil on site.
Scarpati	60	Oversee completion of end use design, RI, and remediation.
Clinton Commerce Center	80	Develop bid spec for RI work, oversee procurement. Oversee sampling for concrete and prepare RFP for concrete removal.
Assunpink Daylighting (Culvert)	45	Work with ACOE on closeout, oversee completion of environmental work, oversee construction of fencing, etc; other support as needed
Assunpink Greenway	45	Funding support, outreach as needed, liaison with community groups, environmental groups, DEP, etc.
Pattern Machine and Foundry	10	Awaiting virtual CEA for historic fill. Issue RAO upon receipt of CEA and drafting of final RAR.
Technical Resources		
	360	
Amico Square	10	Provide technical resources to Brownfields Coordinator/Project Manager, as needed.
New Method Cleaners	15	Provide technical resources to Brownfields Coordinator/Project Manager, as needed.
Federated Metals	8	Provide technical resources to Brownfields Coordinator/Project Manager, as needed.
General Economic Development	25	Provide technical resources to Brownfields Coordinator/Project Manager, as needed.
Brownfield Program Capacity Building		
	58	
BEST Committee	60	Coordinate meetings and develop Brownfields Action Plan update
BEST Action Plan	60	
CCI Coordination	20	Participate in meetings and provide information as requested
Other Duties as assigned	40	
TOTAL ESTIMATED HOURS	180	
	774	

**PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

RESPONDENT'S INITIAL

Business Registration Certificate to be supplied
(REQUIRED PRIOR TO AWARD)

Acknowledgement of Receipt of Addenda **(AS APPLICABLE)** _____
(MANDATORY) FAILURE TO SUBMIT WITH PROPOSAL SUBMITTAL IS AN AUTOMATIC FATAL DEFECT

Statement of Ownership Disclosure
(MANDATORY) Submit with Proposal Submittal is an automatic fatal defect

Disclosure of Invested Activities in Iran C.52:32-57 "P.L.2012, c.25" _____
(REQUIRED PRIOR TO AWARD)

Affirmative Action Mandatory Regulations Exhibit A _____
N.J.S.A. 10:5-31et seq., N.J.A.C. 17:27

Mandatory Equal Employment Opportunity Language _____

Americans with Disabilities Act Mandatory Language _____

Debarment Certification _____

Non-Collusion Affidavit _____

Certification and Disclosure of Political Contributions _____

Detailed Required Information as Mentioned in this
Request for Proposal _____

References **(as Applicable)** _____

Licensing/Certifications **(as Applicable)** _____

One (1) Original Copy and three (3) additional copies _____

City of Trenton Ethic Complaint Disclosure _____

City of Trenton Resident Employment Policy _____

**Respondent's Price Proposal Required in a Separate
Sealed Envelope – "Proposal"** _____

PROCUREMENT REQUIREMENTS:

- A. A copy of the State of New Jersey Business Registration Certificate
(REQUIRED PRIOR TO AWARD)
- B. Acknowledgement of Addenda **(MANDATORY)** Failure to Submit with Proposal Submittal is an automatic fatal defect
- C. Ownership Statement Disclosure **(MANDATORY)** Failure to Submit with Proposal Submittal is an automatic fatal defect
- D. Affirmative Action Mandatory Regulations Exhibit A
N.J.S.A. 10:5-31et seq., N.J.A.C. 17:27
- E. Mandatory Equal Employment Opportunity Language
- F. Americans with Disabilities Act Mandatory Language
- G. Non-Collusion Affidavit
- H. Certification and Disclosure of Political Contributions
- I. Disclosure of Investment Activities in Iran **(REQUIRED PRIOR TO AWARD)**
- J. Certificate of Insurance for general liability, professional liability and worker's comp is required from the awarded Respondent with a 30-day cancellation clause.

QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org.

ACKNOWLEDGEMENT OF ADDENDA

If changes are made to the Request for Proposal, an Addendum will be issued and advertised in the Trenton Times newspaper and on the City's Website at <https://nj-trenton.civicplus.com/list.aspx>

Respondent should visit the City of Trenton's website at for any addenda, notices and cancellation issued prior to the request for proposal opening at <https://nj-trenton.civicplus.com/list.aspx>

PROPOSAL SUBMITTAL INSTRUCTIONS

Provide one (1) full original proposal (**with original signature**), labeled “**Original**,” and three (3) identical additional copies of the full proposal package in a sealed envelope. Proposals **must** be clearly identified on the outside of the sealed envelope with the firm's name, **RFP2021-53**, and “**RFP2021-54 ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND TECHNICAL CONSULTING; AND ENVIRONMENTAL PROJECT MANAGEMENT: TRENTON BROWNFIELDS PROGRAM**”.

Sealed Proposals **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before **DECEMBER 14, 2021 11:00AM**. The City of Trenton will not assume responsibility for any proposals received after the required due date.

Respondents are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Proposal.

N.J.A.S.40A:11-13(e)

Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

BID PROPOSAL FORM
RESPONDENT MUST COMPLETE

We the undersigned propose to furnish and deliver the above services pursuant to the scope of services and requirements and made part hereof:

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of _____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

EMAIL _____

DATE _____

SIGNATURE _____



REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS _____

CONTACT PERSON _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____ E-MAIL _____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project _____
2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents. _____

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. _____

4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) _____

CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE

DATE

THIS STATEMENT MUST BE INCLUDED WITH THE REPONSE TO THE REQUEST FOR PROPOSAL SOLICITATION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: (Corporate Seal)

**DEBARMENT NOTICE
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.

I, the vendor/Respondent, certify that my company has not been "Debarred or Suspended" or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Date: _____

Subscribed and sworn to before me

This _____ day of _____, 20____.
(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20__

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the Respondent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the Respondent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Respondent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA

A. The Respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Respondent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Respondent fails to notify the OWNER of such ambiguities, errors or omissions, the Respondent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Respondent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for

interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Respondent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks **are not** considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Respondent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Respondent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Respondent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Respondent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Respondent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000. The City of Trenton shall be named as additional insured.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the Respondent.

The Respondent shall also provide Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars in single limit.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Respondent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION

Successful Respondent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Respondent, the Respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Respondent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Respondent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Respondent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STATEMENT OF OWNERSHIP DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten % (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten% (10) percent or greater interest therein.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

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

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

C.40A:11-13 SCOPE OF SERVICES

No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Respondent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Respondent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Respondent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Respondent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Respondent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

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

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Respondent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or

goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Respondent, the OWNER may procure the articles or services from other sources and hold the successful Respondent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

XI P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "p.l.2012, C.25 PROHIBITS State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

XII. ANNUAL DISCLOSURE REQUIREMENTS OF BUSINESS ENTITIES, N.J.S.A. 19:44A-20.27(A):

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

N.J.S.A. 40A:11-4.5(f): The clerk of the governing body shall publish a notice in the official newspaper of the contracting unit summarizing the award of a contract, which shall include but not be limited to, the nature, duration, and amount of the contract, the name of the vendor and a statement that the resolution and contract are on file and available for public inspection in the office of the clerk or secretary of the municipality, county, local public authority or special district of the governing body.

N.J.A.S.40A:11-13(e) CHALLENGES

Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Mercer

State: Governor, and Legislative Leadership Committees

Legislative District #: 12, 14, 15, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

East Windsor Township	Hopewell Township	Trenton City
Ewing Township	Lawrence Township	Washington Township
Hamilton Township	Pennington Borough	West Windsor Township
Hightstown Borough	Princeton Borough	
Hopewell Borough	Princeton Township	

Boards of Education (Members of the Board):

East Windsor Regional

Hopewell Valley Regional

Washington Township

Ewing Township

Lawrence Township

West Windsor-Plainsboro Regional

Hamilton Township

Princeton Regional

Fire Districts (Board of Fire Commissioners):

Chesterfield-Hamilton Fire District No. 1

Hamilton Township Fire District No. 2

Hamilton Township Fire District No. 3

Hamilton Township Fire District No. 4

Hamilton Township Fire District No. 5

Hamilton Township Fire District No. 6

Hamilton Township Fire District No. 7

Hamilton Township Fire District No. 8

Hamilton Township Fire District No. 9

Hopewell Borough Fire District No. 1

Hopewell Township Fire District No. 1

Hopewell Township Fire District No. 2

Hopewell Township Fire District No. 3

Pennington Borough Fire District No. 1

Washington Township Fire District No. 1

PUBLIC CONTRACTING REFORM ORDINANCE

Be It Enacted by the City of Trenton, County of Mercer:

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to create a such a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is used at N.J.S.A. 40:11A-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"), to (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county elections and/or Trenton municipal or Mercer county political parties or Trenton municipal or Mercer County political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the rendition of professional services shall knowingly solicit or make any contribution, to: (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.
- (c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse, and any child/children living at home; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children living at home; (d) all partners or officers of such an entity, in the aggregate, and their spouses and child/children living at home; and (e) all persons who are an "affiliate" of a person as defined in sections (i) and (ii) above (as such term is used in 11 U.S.C. § 101(2)).
- (d) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 each for any purpose to any candidate for mayor or governing body, or \$300 to a political party committee of the City of Trenton; (ii) \$500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may not annually contribute for any purpose in excess of \$2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County political party committees and PACs combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.
 - (2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 – CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 – CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

- (a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 4 – RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 – EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 6 – PENALTY

- (a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (b) Furthermore, any professional business entity that violates Section 6 (a) ii-viii shall be disqualified from eligibility for future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 7 – SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SECTION 8 – REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 9 – EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.

STATE OF NEW JERSEY :
 : ss.
COUNTY OF _____ :

_____, being of full age, duly sworn according to law, deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.
(A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.
3. The foregoing statements made by me are true to the best of my knowledge and belief.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

BY: _____

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

**CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
(MANDATORY)**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

**RFP2021-54 ENVIRONMENTAL SERVICES FOR GRANT AND PROJECT MANAGEMENT-PROPOSAL OPENING
DATE 12/14/21 AT 11:00AM**

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

(REVISED 4/10)

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, up-grading, 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.

EXHIBIT A (Cont)

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.

Date:_____

Signature:_____

Company:_____

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 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 that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to a proposal 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 proceedings 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 the Agreement or otherwise at law.

DATE: _____

COMPANY NAME

SIGNATURE: _____

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)

MANDATORY

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)
- ☐ Minority Women Business Enterprise (MWBE) (50% or more ownership)
- ☐ 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 non-corporate 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 Corresponding Entity Listed in Part II	and	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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in
(name of affiant)

_____ in the County of _____
(name of municipality)

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)

_____ the Respondent making this Proposal
(name of firm)

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

proposal with full authority to do so that said Respondent has not, directly or indirectly
entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive contracting proposals 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
_____ relies upon the
(name of contracting unit)

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

_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

DISCLOSURE OF INVESTMENT IN ACTIVITIES IN IRAN MUST BE COMPLETED, DATED AND SIGNED

C.52:32-57 P.L. 2012, c.25

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____ **Proposer:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

ALERT: NOTICE OF AMENDMENT TO N.J.A.C. 17:27

Change In Procedure for Administering Equal Employment Opportunity Compliance in Public Contracts.

The Department of Treasury, Division of Equal Employment Opportunity Compliance in Public Contracts amended N.J.A.C. 17:27, Governing the Affirmative Action Employment Practices for public agencies, contractors, subcontractors and business firms to comply with the Equal Employment Opportunity Standards mandated by N.J.S.A 10:5-36 et seq.(P.L 1975, C. 127).

- The amendment clarifies the requirements for demonstrating *Good Faith Efforts* to hire minorities and women in the construction trades and the contracting agency's obligation to comply with EEO Requirements.
- The amendment imposes a **\$150.00 fee** for the issuance and renewal of a Certificate of Employee Information Report.

MISSIO

N:

To ensure that any firm contracting with the City of Trenton provides Equal Opportunity in Employment Public Agencies and Vendors shall comply with EEO requirements in order to ensure equal employment opportunities in public contracting for minorities and women. Refer to the following information detailing Vendor and City obligations.

VENDOR OBLIGATIONS

Contractors or subcontractors shall agree to make Good Faith Efforts to afford equal employment opportunities to minority and women workers consistent with Good Faith Efforts to meet targeted City employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

- Vendors shall complete form AA302, submit to the Division of Public Contracts Equal Employment Opportunity Compliance with a **\$150.00 fee** and forward a copy of form AA302 to the City of Trenton.

- **After notification of award but prior to execution of goods, services and professional services contracts (including bid exempt contracts), evidence must be submitted to the City.**

The Certificate of Employee Information Report serves as evidence of compliance with regulations. The AA302 is not an acceptable form of evidence.

CONSTRUCTION CONTRACTS

The City supplies the construction contractor with form AA201, the Initial Project Workforce Report for submittal to the City of Trenton and Division of Public Contracts Equal Employment Opportunity Compliance.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.

VOID





State Treasurer

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:
