

County of Mercer

McDade Administration Building, 640 South Broad Street, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

ENVIRONMENTAL CONSULTING, ENVIRONMENTAL AND PUBLIC HEALTH SAMPLE COLLECTION AND ANALYSES AND ENGINEERING SERVICES FOR ONE (1) YEAR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY PARK COMMISSION



To Be Received On
December 13, 2017

Prepared By:
Department of Purchasing

RFP2017-05

**COUNTY OF MERCER
NOTICE OF REQUEST FOR PROPOSAL
RFP2017-05**

Exempt Services

The County of Mercer is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Mercer County is soliciting proposals for:

ENVIRONMENTAL CONSULTING, ENVIRONMENTAL AND PUBLIC HEALTH SAMPLE COLLECTION AND ANALYSES AND ENGINEERING SERVICES FOR ONE (1) YEAR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY PARK COMMISSION

Mercer County requires submission by December 13, 2017 in the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, NJ 08650 by 11:00 A.M. Late submissions will not be accepted.

Express and overnight mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.

NOTE:

The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

It is the responsibility of prospective respondent's to check this website for any addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

Specifications and instructions may be obtained in the Department of Purchasing or on the County Website at:

<http://nj.gov/counties/mercer/procurement/bidsopp.html>

SCHEDULE:

Release: November 21, 2017
Questions: November 29, 2017 by 4:00 P.M.
Addenda: December 4, 2017
Open: December 13, 2017

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

1. Introduction

The County of Mercer requests proposals for Environmental Consulting Services including but not limited to the following scope of work and analysis and microbiological testing services, asbestos air and bulk sampling and oversight of remediation services for a one year period.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Release: November 21, 2017

Questions: November 29, 2017 to IMALDONADO@MERCERCOUNTY.ORG by 4:00 P.M.

QUESTIONS RECEIVED AFTER THE DEADLINE WILL HAVE NO BEARING ON THE RFP.

Addenda: December 4, 2017

Open: December 13, 2017

2.2 Proposal Submission Information

One (1) Original & Four (4) copies to:
Mercer County Purchasing Department
640 S. Broad Street
Room 321
Trenton, NJ 08650 by 11:00 A.M.

It is the respondents responsibility that proposal are presented to the County at the time and at the place designated. Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received after the designated time and date shall be returned unopened.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the copies.

2.3 Using Department Information

COUNTY OF MERCER
Leslie Floyd
Planning Director
County of Mercer
640 South Broad Street
Trenton, New Jersey 08611
(609) 989-6545

Megan Clark
Manager, Insurance and Property Management
County of Mercer
640 South Broad Street
Trenton, New Jersey 08611
609-989-6678

Using Department Information Continued

Karl Thomas
Superintendent of Buildings and Grounds
County of Mercer
Trenton, New Jersey 08611
609-530-7502

MERCER COUNTY PARK COMMISSION
Joseph Pizza
Director of Operations
Historic Hunt House
197 Blackwell Road
Pennington, N.J. 08534
609-303-0709

2.4 County Representative for this Solicitation

The Mercer County Purchasing Department

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

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

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal 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 greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 Business Registration P.L. 2009, c.315

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the county recommends that bidders submit a copy of a valid BRC and those of any named subcontractors with its bid. Bidders and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

2.8.7 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

2.8.8 Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.9. Multiple Proposals Not Accepted

2.10 Subcontractors

**IF REQUIRED, PRE-AUTHORIZATION IS REQUIRED BY THE COUNTY AND ALL WORK SHALL BE FACILITATED THROUGH THE AWARDED CONSULTANT.
LABORATORY SERVICES ARE PERMISSIVE**

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. 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. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications

Any prospective bidder who wishes to challenge a bid specification 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 contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.16. Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of

the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

2.17 RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

2.18 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."

2.19 BUDGET SEQUESTRATION

All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:

"THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT."

ENVIRONMENTAL CONSULTING, ENVIRONMENTAL AND PUBLIC HEALTH SAMPLE COLLECTION AND ANALYSES AND ENGINEERING SERVICES FOR ONE (1) YEAR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY PARK COMMISSION

3.0 Introduction

The County of Mercer requests proposals for Environmental Consulting and Engineering Services for a one year period. The following agencies require services and the budget for each agency is stated below:

BUILDINGS AND GROUNDS	\$160,000.00
PLANNING	\$125,000.00
INSURANCE AND RISK MANAGEMENT	\$190,000.00
PARK COMMISSION	\$100,000.00

3.1 Scope of Work

The County of Mercer requests proposals for Environmental Consulting Services including but not limited to the following scope of work and analysis and microbiological testing services, asbestos air and bulk sampling and oversight of remediation services for a one year period.

The consultant shall provide analytical, biological and microbial services ranging from but not limited to Indoor Air Quality, Industrial Hygiene, Bioremediation support, Water and Wastewater, Hazardous Waste, Soil, and Consumer Products, mold, mildew, asbestos, lead based paint and site remediation and food safety in the event of food contamination. Consultants shall accomplish tasks as stated and comply with emergency response time to assess and evaluate urgent environmental and public health issues which shall not exceed two hours. Work includes but is not limited to waste and water sampling, product recovery, abatement oversight and compliance monitoring and sampling.

SUBCONTRACTING

IF REQUIRED, PRE-AUTHORIZATION IS REQUIRED BY THE COUNTY AND ALL WORK SHALL BE FACILITATED THROUGH THE AWARDED CONSULTANT. LABORATORY SERVICES ARE PERMISSIVE.

REQUIREMENT FOR W1/T1 OPERATOR AT THE MERCER COUNTY CORRECTION CENTER

Oversee required daily inspections/sampling by Mercer County staff, prepare and submit monthly DMR reports to DEP, prepare and submit quarterly monitoring reports to DEP, conduct plant inspections twice a week to confirm plant operation specifications, record operating ranges, identify maintenance or repair issues, assist Mercer County staff during emergency conditions caused by mechanical failures, weather related emergencies or other plant operational conditions, coordinate with Mercer County approved contractors to complete needed repairs and ongoing maintenance, assist Mercer County staff with existing monitoring system when operational anomalies are identified.

Provide operational support and advice for plant staff.

- Air Analysis is performed as per PEOSH indoor air standards.
- Water and Wastewater standards are established by NJDEP Bureau of Water and Wastewater Quality. Labs must be certified by NJDEP to conduct specific water and wastewater testing. The Labs Must also have the capability to report analysis using NJDEP E2 reporting system.
- Electronic Microscopy may be required for fiber identification.
- We may require detection capabilities for substance identification.
- We comply with protocols for indoor air quality Standards mandated by PEOSH and or the NJDEP. These governing agencies have specific Laboratory procedures and standards.

REQUIREMENT FOR ONGOING WORK, INCLUDING TESTING OF THE UNDERGROUND STORAGE TANK LOCATED AT 2300 HAMILTON AVENUE HAMILTON, NJ 08619

The consultant shall also provide services related to underground storage tank remediation issues including, but not limited to, product recovery, monitoring well installation, abandonment, and maintenance, groundwater sampling, and waste disposal consulting. The consultant shall be responsible for preparation and filing of all required federal, state, and local reports and documents including, but not limited to, deed notices, Remedial Action Progress Reports, and biennial certifications. The consultant shall be a Licensed Site Remediation Professional (LSRP) and be able to respond to the requirements and timelines of the Site Remediation Reform Act (SRRA) of 2009 for all County facilities.

The consultant shall provide Phase I and Phase II Environmental Assessments, as well as soil sampling and testing, in accordance with the requirements of the NJ State Green Acres program as referenced at the following website: <http://www.state.nj.us/dep/greenacres/>. Well water testing shall be provided and be consistent with the NJDEP Private Well Testing Act as referenced at <http://www.state.nj.us/dep/pwta/>

The consultant shall provide services to Delineate Wetlands as outlined in the 1989 Federal Manual for Delineating Jurisdictional Wetlands and obtain associated permits in accordance with the rules and regulations of the New Jersey Department of Environmental Protection (http://www.nj.gov/dep/landuse/fww/fww_main.html).

The Contractor must provide consulting, sampling, conclusive bio/analytical results and reporting as and when requested by the County. Samples must be assigned a unique identification number allowing them to be tracked down through all stages and phases of analysis before reporting.

The company and its technical/analytical staff must be approved or certified by the NJDEP, EPA, and NJDHSS and licensed to provide consulting, sampling and testing in an array of industries including but not limited to water and wastewater, soil, hazardous waste, industrial hygiene, chemistry (inorganic/organic), biochemistry, and microbiology including its sub-disciplines (bacteriology, virology, mycology, protozoa's etc). All analyses must be conducted by accredited, degreed analysts under the direct supervision of American Society for Microbiology/Society for Industrial Microbiology certified Registered Microbiologist, Ph.D. level chemist, microbiologist (bacteriologist, virologist, mycologist or protozoan specialist). Contractor must meet all applicable federal, state and local education, experience, training and certification requirements. Laboratories must be in conformance with NJAC 7:18 Regulations Governing the Certification of Laboratories and Environmental Measurements.

LAB ANALYSIS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- Low-level Analysis of Dioxins and PCBs by HR GC/MS
- Low and High Resolution Dioxin/Furans
- Trace Analysis of Polar Compounds by LC/MS
- Explosives Analysis (RDX, HMX, Nitroglycerine, Nitrocellulose, Ammonium Nitrate))
- PCB Congeners
- Incidental PCBs
- Specialty Pesticides (acaricides, nematocides, insecticides) & Herbicides
- Specialty Petroleum Hydrocarbons (BTEX)
- Hazardous and Toxic Chemical Degradation Products
- Natural Attenuation Parameters
- Alkyl Tins
- Comprehensive Organic and Inorganic Analysis
- Metals by ICP/MS
- Atomic Fluorescence
- Speciated Arsenic
- Low Level Mercury
- Low level Lead
- Radiochemistry and Mixed Radioactive Waste Analysis
- Radiochemistry Bioassay Analysis
- Air Analysis: Ambient Air, Source Emissions (CO, Nerve Agents, etc)
- Identification and Quantification of Pathogenic Protozoa's and Microbes (bacteria, fungi, actinomycetes and viruses)
- All regulated and unregulated water quality analysis mandated by the EPA and NJDEP for drinking water and waste water, including chronic toxicity testing. Monthly, quarterly, and annual testing may be required on an on-going schedule. Sampling schedules must also be followed as mandated.
- Identification and Enumeration of Legionella Bacteria
- Tissue and Biota
- Bioassay Analysis
- Aquatic Toxicology
- Dredged Materials Evaluation

LAB ANALYSIS INCLUDING BUT NOT LIMITED TO THE FOLLOWING (CONTINUED)

- Geotechnical Analysis
- Electron Microscopy Services
- Mobile Laboratory Chemistry
- Detection capabilities for Microorganisms used in Bioterrorism
- Ricin, bacterial and mycotoxins (aflatoxins, ocratoxins etc.)
- Food Poisoning causing Microorganisms in the event of food contamination
- Vapor Intrusion
- Mold / mildew, Asbestos, Lead-based paint remediation
- Site Remediation

ELECTRONIC ENVIRONMENTAL REPORTING

Consultants shall submit required reporting through the New Jersey Electronic Environmental Reporting System (E2), a web based information system that allows electronic submittal to the New Jersey Department of Environmental Protection.

FEE SCHEDULE

Respondents shall submit a proposed hourly rate Fee Schedule.

EQUIPMENT RENTAL

For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The consultant will be allowed 65 percent of the rental rate on in-house equipment.

3.2 Using Department Information

Leslie Floyd
Planning Director
(609) 989-6545

Megan Clark
Manager, Insurance and Property Management
609-989-6678

Karl Thomas
Superintendent of Buildings and Grounds
609-530-7502

Joseph Pizza
Director of Operations
Mercer County Park Commission
609-303-0709

3.3 Proposal Requirements

Qualification Statement

A statement is to be provided by the respondent. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Limit your response, excluding procurement documents, to twenty five (25) pages. The Qualification Statement must contain all requirements of the RFP and the following information:

- A statement of interest describing your discipline to perform the work described in this RFP.
- The address of the office and lab in which the work would be performed.
- The name and title of the key personnel along with their brief resume and copies of certifications who would be assigned to the project(s).
- A copy of Professional Licensure and all applicable Federal, State and Local mandated certifications.
- Laboratory: Must be accredited by the NELAP (National Environmental Laboratory Accreditation Program) and The New Jersey Environmental Laboratory Certification Program (ELCP).
- Ability to provide all equipment, testing materials etc. tools necessary to perform the listed Environmental/ Microbiological testing as described earlier.
- Ability to accomplish tasks as stated and comply with emergency response time to assess and evaluate urgent environmental issues which shall not exceed two hours.
- Ability to submit all required reporting including E2 reporting.

COMPLETE THE FOLLOWING INFORMATION AND IT IS NOT REQUIRED THAT THE RESPONDENT HAVE THE ABILITY TO PROVIDE ALL OF THE FOLLOWING SERVICES

DISCIPLINE AND ABILITY TO PERFORM THE FOLLOWING:

ENGINEERING DISCIPLINE	_____
LICENSED SITE REMEDIATION PROFESSIONAL (LSRP)	_____
W1/T1 OPERATOR	_____
ENVIRONMENTAL ASSESSMENTS	_____
UNDERGROUND STORAGE TANK	_____
DELINEATE WETLANDS	_____
ELECTRONIC REPORTING (E2)	_____
OTHER	_____

IDENTIFICATION OF KEY PERSONNEL (INCLUDE ONE PAGE RESUME FOR EACH PROFESSIONAL ASSIGNED TO THE CONTRACT)

ENGINEERING PERSONNEL

TITLE _____

NAME _____

YEARS EXPERIENCE _____

PROFESSIONAL LICENSE _____

TITLE _____

NAME _____

YEARS EXPERIENCE _____

PROFESSIONAL LICENSE _____

TITLE _____

NAME _____

YEARS EXPERIENCE _____

PROFESSIONAL LICENSE _____

LOCATION OF SERVICING OFFICE

NAME AND ADDRESS OF CERTIFIED LABORATORY (INCLUDE COPY OF LAB CERT)

LABORATORY _____

ADDRESS _____

ADDRESS _____

CERT. NUMBER _____

ABILITY TO PROVIDE ALL EQUIPMENT, TESTING MATERIALS ETC. TOOLS NECESSARY TO PERFORM THE LISTED ENVIRONMENTAL WORK AS SPECIFIED AND ABILITY TO SUBMIT E2 REPORTING.

YES NO

ABILITY TO ACCOMPLISH TASKS AS STATED AND COMPLY WITH EMERGENCY RESPONSE TIME TO ASSESS AND EVALUATE URGENT ENVIRONMENTAL ISSUES WHICH SHALL NOT EXCEED TWO HOURS.

YES NO

RESPONDENT SUBMITTED HOURLY RATE SCHEDULE.

YES NO

Evaluation, Review and Selection Process

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. All criteria will be used to select the successful respondent.

- **Professional Qualifications**
- **Ability to provide the following, insert Yes or No and the Number of Years' Experience:**

ENGINEERING DISCIPLINE _____

**LICENSED SITE REMEDIATION
PROFESSIONAL (LSRP)** _____

W1T1 OPERATOR _____

ENVIRONMENTAL ASSESSMENTS _____

UNDERGROUND STORAGE TANK _____

DELINEATE WETLANDS _____

ELECTRONIC REPORTING (E2) _____

- **Knowledge and Technical Competence**
This includes the ability of the respondent to perform all of the tasks and fulfill _____ adequately the stated requirements.
- **Ability to Complete the Services in a Timely Manner and ability to complete Emergency Work and Response time of two hours.**
- **Respondent shall provide emergency services within two hours of notification**
Yes No
- **Cost: Respondents shall include a schedule of Hourly Rates**

Term of the contract: One Year

Payment

Payment will be made on presentation of owner's voucher duly signed and executed. Term of the contract: One Year

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of government agency.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms – As stated in the Specifications and Checklist

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

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

5.2 Rejection of Proposals

The owner reserves the right to reject proposals in accordance with the New Jersey Local Public Contracts Law.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

Cost Evaluation

Cost shall be evaluated based upon rates submitted by the respondent.

Additional Information

Price shall be based on the requirements set forth. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between

the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Payment will be made on presentation of owner's voucher duly signed and executed. Term of the contract: One Year

5.5 Notice of Award

The successful respondent will be notified of the award of contract by the Department of Purchasing following award by the County Executive and Board of Chosen Freeholders.

PROPOSAL CHECKLIST

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.

Business Registration Certificate to be supplied
PRIOR TO CONTRACT AWARD _____

Acknowledgement of Receipt of Addenda _____

Stockholder Disclosure
(MANDATORY REJECTION IF NOT INCLUDED) _____

Iran Certification
Completed and Submitted _____

Affirmative Action Mandatory Language
Read _____

Americans with Disabilities Act Mandatory Language
Read _____

Non-Collusion Affidavit
Submit _____

Certification and Disclosure of Political Contributions
Submit _____

Qualification Statement _____

Proof of Licensure _____

Lab Certificate _____

References _____

Schedule of Hourly Rates _____

Engineering Discipline _____

Key Personnel Assigned to Project _____

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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

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

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

SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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


DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STOCKHOLDER DISCLOSURE CERTIFICATION

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. Form of Statement shall be completed.

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.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

LEGAL NAME OF BUSINESS _____

Signature _____ Date _____

Printed Name & Title _____

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."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. The Chapter 25 list is found at:

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

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

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

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

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

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

bidder making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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 bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Vendor)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

PROPOSAL AND SIGNATURE PAGE

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

ENVIRONMENTAL CONSULTING, ENVIRONMENTAL AND PUBLIC HEALTH SAMPLE COLLECTION AND ANALYSES AND ENGINEERING SERVICES FOR ONE (1) YEAR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY PARK COMMISSION

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at_____

RESPONDENTS SHALL SUBMIT THEIR SCHEDULE OF RATES WITH THEIR RESPONSE.

COMPANY _____
ADDRESS _____
ADDRESS _____
NAME _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

CONTRACT AWARD

Upon opening bids, 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 for Mercer County.

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:

COUNTY OF MERCER
Certification of Political Contributions
(Effective February 1, 2005)

PROFESSIONAL BUSINESS ENTITY:

NAME AND POSITION OF FILING OFFICER

BUSINESS ADDRESS:

CITY STATE AND ZIP CODE:

Refer to the attached link:

http://nj.gov/counties/mercerc/news/publications/pdf/2004_14_ordinance.pdf

Mercer County Ordinance No. 2004-14 This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a professional services contract on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made and will not make a political contribution in violation of said Ordinance.

Certification I, the undersigned, certify that:

- (1) I have reviewed Mercer County Ordinance No. 2004-14 and understand the terms therein.
- (2) The following individuals and/or entities have not solicited a political contribution or made a political contribution in violation of the provisions set forth in Mercer County Ordinance No. 2004-14 (*No-Bid Professional Services Contracts*) in excess of the limits set forth in said Ordinance: (i) the professional business entity identified above; (ii) all principals who own or control 10% or more of the equity of the corporation, partnership or professional business entity including principals, partners and officers in the aggregate; (iii) any subsidiaries directly controlled by the professional business entity; and (iv) if the professional business entity is a natural person, that person's spouse and/or child, living at the same address.
- (3) I am duly authorized and empowered to make this certification on behalf of the professional business entity and those others referenced above.
- (4) The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment including, but not limited to, the penalty terms set forth in Mercer County Ordinance No. 2004-14.

NAME: _____

TITLE: _____

DATE: _____

**COUNTY OF MERCER
Disclosure of Political Contributions**

Professional Business Entity: _____

Pursuant to Mercer County Ordinance No. 2004-14 all professional business entities with which the County of Mercer or any of its boards, independent authorities or commissions intends to award professional services contracts on a no-bid basis are required to disclose, among other things, all political contributions made within the twelve month period immediately preceding the date of the awarding of the contract or agreement to (1) a campaign committee or fund of any candidate for or holder of a public office within Mercer County government; (2) any municipal or county party committee; or (3) any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County government candidates or officeholders. **Indicate "none" if no such contributions have been made.**

A separate Disclosure must be submitted by each of the following, defined as a "Professional Business Entity" under the Ordinance:

- (i) a professional business entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control 10 % or more of the equity of the corporation, partnership or professional business entity;
- (iii) any subsidiaries directly controlled by the professional business entity; or
- (iv) if a professional business entity is a natural person, that person's spouse and/or child, living at the same address.

Pertaining to Disclosure of Political Contributions to any political action committee (PAC) that is organized for the purpose of promoting/supporting Mercer County candidates/officeholders. Indicate "none" if no such contributions have been made.

Name of Political Action Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Action Committee

Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of a public office within Mercer County government; and any municipal or county political party committee. Indicate "none" if no such contributions have been made.

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I have reviewed Mercer County Ordinance No. 2004-14 and understand its terms. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true and that I am duly authorized to make this certification. I am aware that if any of the statements are wilfully false, I am subject to punishment.

Company or Professional Business Entity:

By: _____

Name: _____

Title: _____

Date: _____

Relationship to Professional Business Entity: (See ii, iii and iv above)

If ii applies, list principals and % of ownership or control: _____

If iii applies, name and address of subsidiary: _____

If iv applies, name of spouse and/or child: _____