



# Passaic Valley Sewerage Commission

*“Protecting Public Health and the Environment”*

**REQUEST FOR PROPOSALS  
FOR CONSULTING AND ADMINISTRATIVE SERVICES FOR  
PASSAIC VALLEY SEWERAGE COMMISSION**

CONSULTING AND ADMINISTRATIVE SERVICES – OWNER CONTROLLED  
INSURANCE PROGRAM

THOMAS J. TUCCI, JR.  
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*Vice Chairman*

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LUIS A. QUINTANA  
*Commissioners*

GREGORY A. TRAMONTOZZI, ESQ.  
*Executive Director*

SUBMISSION DEADLINE – October 18, 2016

ADDRESS ALL PROPOSALS TO:

Joseph F. Kelly, Clerk  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

All proposals must indicate on the outside envelope:

RFP: OWNER CONTROLLED INSURANCE PROGRAM (“OCIP”)  
ADMINISTRATION SERVICES

**GENERAL INFORMATION AND SUMMARY**  
**ORGANIZATION REQUESTING PROPOSAL**

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

**CONTACT PERSON**

Thomas A. Fuscaldo, Purchasing Agent  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

**PURPOSE OF REQUEST**

The Passaic Valley Sewerage Commission (“PVSC”) is requesting proposals from the firms qualified under the preceding Request for Qualifications process to provide professional insurance consulting and administration services for the PVSC related to the creation and administration of an Owner Controlled Insurance Program (OCIP). Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (“RFP”). One or more individuals/firms may be selected to provide all or part of the requested services, or no firm may be selected.

**PERIOD OF SERVICE**

At their sole discretion the PVSC may appoint an OCIP Administrator from the qualified proposals received during the Request for Qualifications and this Request for Proposal processes for a period of one year with two one year options.

**CONTRACT FORM**

If selected to provide services, the successful Respondent shall be required to execute a form contract, which will include indemnification, insurance, termination and/or licensing provisions. A sample form of contract appears in Attachment I.

## **GLOSSARY**

The following definitions shall apply to and are used in this Request for Proposal:

"Proposal" – refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" – refers to those Respondents who (in the sole judgment of the PVSC) have satisfied the qualification criteria set forth in the preceding RFQ.

"RFP" – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" – refers to the interested persons and/or firm(s) that submit a Qualification Statement.

"PVSC" – refers to the Passaic Valley Sewerage Commission.

## **SECTION 1**

### **INTRODUCTION AND GENERAL INFORMATION**

#### **1.1. Introduction and Purpose.**

The PVSC is soliciting proposals from those firms qualified under the preceding Request for Qualifications process for the provision of Consulting and Administrative Services – Owner Controlled Insurance Program (OCIP) as more particularly described herein.

The purpose of the creation and implementation of an Owner Controlled Insurance Program at PVSC is to:

- a) Reduce the overall insurance costs related to the PVSC hazard mitigation construction projects related to FEMA Disaster Recovery Declaration 4086-Superstorm Sandy as well as other eligible construction projects not related to Superstorm Sandy.
- b) Broaden and improve available coverage terms and expand insured limits
- c) Gain increased oversight over contractor and subcontractor insurance coverages, safety, communication, and community relations

- d) Maintain a healthy and safe environment for employees of PVSC and its contractors and their sub-contractors

Over the next five (5) years, the Commission anticipates that it will undertake two major classes of capital improvements to the Newark Bay Treatment Plant: (i) Superstorm Sandy related mitigation projects, consisting of the construction of a floodwall, on-site standby power plant, drainage improvements and stormwater pump stations and (ii) various improvements to the intercepting sewers and plant treatment works. The Commission currently estimates that the costs of these two projects classes will be \$550,000,000 for the mitigation projects, and \$60,000,000 for the improvements to the plant treatment works.

The PVSC intends to select a service provider from the Qualified Firms that:

- possess the professional, financial and administrative capabilities to provide the proposed services; and
- will agree to work under terms and conditions that will provide the greatest benefit to the PVSC.
- offer value-added or innovative suggestions that will save cost and expense for both insurance and safety related requirements to the PVSC Hazard Mitigation and other eligible construction projects.

### **1.2. Procurement Process and Schedule.**

The PVSC has structured a procurement process that seeks to appoint an OCIP Administration Services Consultant, while establishing a competitive process to ensure that each qualified firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each proposal received.

Proposals will be reviewed and evaluated by the PVSC and its legal and/or financial advisors (collectively, the "Review Team"). Under no circumstances will a member of the Review Team review responses to an RFP for which they or their firm has submitted a response. Based upon the totality of the information contained in the proposals, the PVSC will determine which Respondent(s) provide the most benefit to the planned OCIP.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The PVSC reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to PVSC's Designated Contact Person, in writing.

Subsequent to issuance of this RFP, the PVSC (through the issuance of amendments and/or clarifications to those qualified persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the PVSC.

**TABLE 1  
ANTICIPATED PROCUREMENT SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>
1. Issuance of Request for Proposal	September 26, 2016
2. Receipt of Proposals	October 18, 2016
3. Completion of Evaluation of Proposals	November 15, 2016
4. Award of Professional Services Agreement	November 17, 2016

**1.3 Conditions Applicable to RFP.**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

1. This document is a Request for Proposals (“RFP”).
2. All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
3. The PVSC reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents to this RFP from further consideration for this procurement.
5. The PVSC reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
6. The PVSC reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
7. All Proposals shall become the property of the PVSC and will not be returned.
8. All Proposals will be made available to the public at the appropriate time, as determined by the PVSC (in the exercise of its sole discretion) in accordance with law.
9. The PVSC may request that Respondents send representatives to the PVSC for interviews.
10. Any and all proposals not received by the PVSC by 11:00 a.m. prevailing time on October 18, 2016, will be rejected.
11. Neither the PVSC nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a proposal or for participating in this procurement process.

#### **1.4. Rights of PVSC.**

The PVSC reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

1. To determine that any proposal received complies or fails to comply with the terms of this RFP.
2. To supplement, amend or otherwise modify the RFP through issuance of addenda to all qualified firms who have received a copy of this RFP.
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all qualified firms who have received a copy of this RFP.
5. To conduct investigations of any or all of the Respondents, as the PVSC deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
6. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the PVSC may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the qualified firms.
7. The PVSC shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

#### **1.5 Amendments or Clarifications to RFP.**

During the period provided for the preparation of responses to the RFP, the PVSC may issue amendments, clarifications or answers to written inquiries. Those addenda will be noticed to all qualified firms and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

#### **1.6 Cost of Proposal Preparation.**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the PVSC, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **1.7 Proposal Format.**

Proposals must cover all information requested in this RFP. Proposals that in the judgment of the PVSC fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **SECTION 2**

### **SCOPE OF SERVICES**

It is the intent of the PVSC to solicit proposals from firms qualified under the preceding RFQ process to provide services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The PVSC seeks the services of a professional and experienced Owner Controlled Insurance Program Administration Consultant (“Broker”) to:

- Manage the creation and implementation of an Owner Controlled Insurance Program (OCIP) at PVSC including the provision of Casualty (General Liability, Workers’ Compensation, and Excess Liability) Insurance and Builders Risk for its Federal Emergency Management Agency Hazard Mitigation Projects , and
- Provide technical assistance to the appropriate PVSC staff in the administration of the PVSC OCIP among various construction contractors and suppliers.

The Broker(s) will have a close working relationship with the administration of the PVSC. The Broker(s) may also be called upon to provide other types of insurance consulting services of a specialized nature within the scope of the Broker’s expertise and professional qualifications.



## SECTION 2-SCOPE OF SERVICES Continued

### **Task One:**

#### **OCIP Development and Implementation**

Perform all investigation, planning and other activities required to develop an Owner Controlled Insurance Program (OCIP) including the preparation of an OCIP Plan Document to be adopted by the Passaic Valley Sewerage Commission.

Perform all start up activities and administration of the OCIP in coordination with the appropriate PVSC staff.

### **Task Two:**

#### **OCIP Negotiation, Placement, and Policy Management**

- (1) The Broker shall analyze current coverage and loss experience and compare this to the alternatives in the marketplace that will save money while affording maximum protection.
- (2) The Broker shall negotiate with the Insurer in good faith and represent all questions, issues, requests, and concerns raised by the Commission and its representatives.
- (3) The Broker shall determine and negotiate all possible financial benefits from the Insurer for the Commission's funding of the OCIP to maximum premium levels.
- (4) The Broker shall regularly monitor and analyze the financial status of the Insurer and ascertain the Insurer's capability to continue to handle the OCIP.
- (5) The Broker shall review all OCIP documentation, including, but not limited to, insurance policies, insurer agreements, and insurance certificates, to make certain that all coverage set forth in the Proposal is, in fact, obtained, that all documentation reflects the intent of the Commission, and that all certificates and policies are issued in a timely manner.

### **Task Three:**

#### **Supplemental Safety and Loss Prevention Services/Risk Engineering**

- (1) The Broker shall participate in the safety and loss prevention program, in accordance with the PVSC Safety Manual, in concert with the Insurer, in implementing, coordinating, and enforcing all aspects of the safety program.

- (2) The Broker shall provide loss analysis to assist in directing safety efforts
- (3) The Broker shall communicate any emerging loss prevention / risk engineering issues

**Task Four:**

**Claims Handling / Management Services**

- (1) The Broker shall closely monitor all OCIP claims to ensure that such claims are handled promptly and properly. The Broker shall manage all claims to their conclusion.
- (2) The Broker shall ascertain the Insurer's managed care options and enhance those options as necessary in order to provide each claimant with detailed procedures to follow, the best care, and fastest return to-work.
- (3) The Broker shall develop, structure, and implement a detailed methodology for interacting with the Insurer regarding the handling of OCIP claims.
- (4) The Broker shall manage, monitor, and report all excess insurance claims.
- (5) For all OCIP claims, the Broker shall conduct regular claims reviews and produce corresponding reports.

**Task Five:**

**Meetings**

Plan, schedule and conduct all meetings necessary to develop, implement and administer the PVSC OCIP, including but not limited to monthly Commission Meetings, meetings with appropriate insurance carriers, contractors, subcontractors and plant staff. Requirement to perform this task is expected to be provided for the duration of the professional services agreement as indicated on page two of this document.

**SECTION 3**

**SUBMISSION REQUIREMENTS**

**3.1 General Requirements.**

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial requirements set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### **3.2 Administrative Information Requirements.**

All RFP's in response to this request shall be addressed to Joseph Kelly, Clerk, Passaic Valley Sewerage Commission, and delivered not later than **11:00 am EST** on **October 18, 2016.** The original and five (5) Copies of the RFP will be required. (Note: The Qualification Proposal previously submitted and on record with PVSC is **not** required to be re-submitted.)

The Respondent shall, as part of its Proposal, provide the following information:

1. An executed Letter of Proposal (sample appears on page 20 of this document).
2. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
3. Name, address and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.
4. Listing of all staff to be assigned to the PVSC OCIP Professional Service Agreement.
5. All information to demonstrate compliance with professional evaluation and ranking methodology, Section 5 of this RFP.
6. Acknowledgment of Receipt of Clarifications- Attachment J
7. Proposed OCIP Development and Implementation Schedule
- 8 Attachment K- Proposal Cost Form and Signature Page
9. Rate sheets as part of attachment K submission for all potential OCIP Administrative Services. Include rates for other potential services required.
10. Confirmation that firm holds appropriate federal and state licenses to perform all activities that are the subject of this RFP.

## **SECTION 4**

### **INSTRUCTIONS TO RESPONDENTS**

#### **4.1. Submission of Proposals.**

Respondents must submit an original and five (5) copies of their Proposal to the Designated Contact Person:

Proposals must be received by the PVSC no later than 11:00 a.m. prevailing time on October 18, 2016, and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

## **SECTION 5**

### **EVALUATION**

The PVSC's objective in soliciting proposals from those firms qualified under the OCIP RFQ is to enable it to select a Respondent that will provide high quality and cost effective services to the PVSC. The PVSC will consider proposals only from those Qualified Respondents that, in the PVSC's sole judgment, have demonstrated the capability and willingness to provide high quality services to the PVSC in the manner described in this RFP.

Proposals will be evaluated by the PVSC and Qualified Respondents will be selected based on the evaluation factors set forth below:

1. The respondent's Qualification Proposal (previously submitted);
2. The respondent's Technical Approach including a detailed description of the proposed technical approach to be taken for the performance of the required services for each task in the Scope of Services (Section 2 Pages 8-10).
3. The respondent's Management Approach including a detailed description of the proposed management approach for the performance of the required services, what will be accomplished in the first ninety (90) days of the professional services engagement. The evaluation will focus on the proposing firm's organizational structure for the delivery of OCIP Development and Administration Services, method proposed to integrate respondent's personnel into the PVSC organization, strategic methods to deliver quality services in a timely fashion, and proposed methods of communication between OCIP Administrator and PVSC Administration and staff assigned to the relevant construction projects.
3. Availability to accommodate the required meetings of the PVSC;
4. Respondent's Cost Proposal (Attachment K)

Each Proposal must satisfy the objectives and requirements detailed in this RFP. The PVSC will select the most advantageous Proposal based on all of the evaluation factors set forth in this RFP. Successful Respondent(s) shall be determined by an evaluation of the total content of the Qualification Statement and Proposal submitted. The PVSC reserves the right to:

1. Not select any of the Proposals;
2. Award a contract for the requested services at any time within the previously

specified qualification period (July 15, 2016 through July 15, 2017); and

3. Award one or more contracts for all or any part or parts of the services, such that more than one Respondent may be engaged for the entire scope of work, multiple Respondents may be engaged for various portions of the needed work, and any Respondent may be obligated to work with others in connection with the provision of the requested services.

The PVSC shall not be obligated to explain the results of the evaluation process to any Respondent.

## **SECTION 6**

### **GENERAL TERMS AND CONDITIONS**

1. The PVSC reserves the right to reject any or all Proposals, if necessary, or to waive any technical non-conformance in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the PVSC to do so.
2. Each proposal must be signed by the person authorized to do so.
3. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposals, the PVSC assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.
4. No Respondent shall influence, or attempt to influence, or cause to be influenced, any PVSC officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Respondent shall cause or influence, or attempt to cause or influence, any PVSC officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.
6. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, any interpretation by PVSC's General Counsel shall be final and conclusive.
7. The PVSC shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

## **SECTION 6A-TERMS AND CONDITIONS- REQUEST FOR PROPOSAL**

### **1. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Respondent agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules. The mandatory language which is more specifically set forth in Attachment F and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made a part of this Request for Proposal.

### **2. PROOF OF NEW JERSEY BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, PVSC is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency prior to a contract award. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm).

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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 2) During the term of this contract, the contractor and its 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 \$25.00 for each day of violation, not to exceed \$50,000.00 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.

#### ACKNOWLEDGEMENT OF AMENDMENTS/CLARIFICATIONS

Attached hereto at Attachment J is the Acknowledgement of Receipt of Amendments/Clarifications form. This form must be executed and documents attached thereto by the Respondent.

The Acknowledgement of Receipt of Amendments/Clarifications form serves as a proposer's acknowledgement of the receipt of amendments, clarifications, or answers to written inquiries which may have been distributed prior to the Request for Proposals return date.

#### 11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, et seq., certify on the Disclosure of Investment Activities in Iran (Attachment "J"), that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities to PVSC.

#### 12. NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

13. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Per N.J.S.A. 52:15C-14(d) et seq., the Engineer shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

14. INTEGRITY OVERSIGHT MONITOR ACT

Respondent agrees to ensure that proper internal controls are in place such that projects are in compliance with the requirements of Integrity Oversight Monitor Act, P.L. 2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.).

The Integrity Oversight Monitor Act was enacted authorizing the deployment of oversight monitors in the implementation of recovery and rebuilding contracts, resulting from Superstorm Sandy and other major storms in NJ, in order to prevent, detect, and remediate waste, fraud, and abuse.

15.. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy?>



The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website. In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

## **END OF GENERAL INSTRUCTIONS**

## PVSC RESPONDENTS CHECKLIST

**VENDOR:** \_\_\_\_\_

Proposing Firms may provide updated documents for Attachments B, D, E, F, and H if necessary. If no updated information is received the documentation received under the RFQ will be utilized for evaluation purposes.

Item/Attachment	Respondent Initials
Letter of Proposal	
A. Certification of Insurance	
B. Conflict of Interest Statement	
C. Proposal Signature Form	
D. Financial Disclosure – Chapter 51 Certification	
E. Statement of Ownership	
F. Disclosure of Investment Activities in Iran	
G. Mandatory Affirmative Action Language	
H. New Jersey Business Registration Certification	
I. Form of Contract	
J. Acknowledgement of Amendments/Clarifications	
K. Cost Proposal and Signature Page	

**PLEASE NOTE:**

Original signatures are required on all forms.

**SAMPLE**  
**LETTER OF PROPOSAL**

**(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE TO THIS LETTER)**

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105  
Attention: Joseph F. Kelly, Clerk

Dear Mr. Kelly:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) for Administration Services Owner Controlled Insurance Program (OCIP) issued by the PVSC ("PVSC"), dated *(Insert Date)* in connection with the PVSC's need for OCIP Administration Services.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent)*

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Chief Financial Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Proposal, each participant must execute this Letter of Proposal**



**ATTACHMENT B**

**CONFLICT OF INTEREST CERTIFICATION**

THE UNDERSIGNED CERTIFIES TO PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), COUNTY OF ESSEX, STATE OF NEW JERSEY THAT IN PERFORMING SERVICES TO PVSC HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD CONSTITUTE A CONFLICT OF INTEREST, FINANCIAL OR OTHERWISE, BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF PVSC. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS MADE A SEARCH OF HIS/HER FIRM'S CLIENT BASE AND HAS EXECUTED THIS CERTIFICATION SUBSEQUENT TO SUCH SEARCH.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, PVSC IS FREE TO TERMINATE ANY PROFESSIONAL SERVICES AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

Typed Firm Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL:                      NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT D

## PASSAIC VALLEY SEWERAGE COMMISSION

Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity partners of a Partnership**

**All Equity members of a LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

# Attachment D- Continued

## **Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

**Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

### **Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 2. All reportable contributions made by or attributable to the business entity have been listed above.**



**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

**ATTACHMENT E**

**STATEMENT OF OWNERSHIP**  
**NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

Chapter 33 of the Public Laws of 1977 (N.J.S.A 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10) % or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT**

**CONSULTANT: (CHECK ONE)**

**SOLE PROPRIETORSHIP**     **PARTNERSHIP**  
 **CORPORATION**

**JOINT VENTURE**                     **OTHER-specify**\_\_\_\_\_

Please check the appropriate paragraph:  
 I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.  
  
 I certify that no one individual owns 10% or more of the undersigned.

**NAME OF CONSULTANT** \_\_\_\_\_  
**SIGNATURE OF PRESIDENT, VICE PRESIDENT**                    **PRINT NAME**

**THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY SEWERAGE COMMISSION**

**TITLE**

<u><b>OWNERS</b></u>	
NAME:	NAME:
HOME ADDRESS:	HOME ADDRESS:

**PERCENTAGE OF OWNERSHIP:** \_\_\_\_\_ **PERCENTAGE** \_\_\_\_\_ **OF OWNERSHIP:** \_\_\_\_\_

**\*PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY\***

**Attachment F                    DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP/BID:    OCIP PROGRAM CONSULTANT    Bidder/Offeror:** \_\_\_\_\_

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 with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at

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

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it 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.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

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

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

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

<b>Name:</b> _____	<b>Relationship to Bidder/Offeror:</b> _____
<b>Description of Activities:</b> _____	
<b>Duration of Engagement:</b> _____	<b>Anticipated CessationDate:</b> _____
<b>Proposer Contact Name:</b> _____	<b>Contact Phone Number:</b> _____

**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:** \_\_\_\_\_

## ATTACHMENT G

### N.J.S.A. 10:5-31 et seq. P.L.1975.C.127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the 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, 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.

## ATTACHMENT G

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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Purchase and 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 Div. of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ATTACHMENT H

### **PROOF OF NEW JERSEY BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, PVSC is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Proof of registration shall be a copy of the proposer's New Jersey Business Registration Certificate (BRC). A BRC may be obtained from the New Jersey Division of Revenue. Additional information is available at the following website:

[www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

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

- (1) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- (2) During the term of this contract, the contractor and its affiliates must collect and remit to 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 \$25.00 for each day of violation, not to exceed \$50,000.00 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.

**ATTACHMENT I- FORM OF CONTRACT**

**PLEASE NOTE:** Attachment I is included with this document to provide proposing firms with a sample Form of Contract which will be provided to the awarded firm for execution upon completion of the RFP process. The actual agreement with the awarded firm will include documentation submitted during the Request for Qualification process as well as the terms, conditions, and compensation proposal submitted during the Request for Proposal process to provide and accomplish the project scope of work as described in Section Two (Pages 8-10) of this document and as may be negotiated thereafter.

**AGREEMENT BETWEEN**  
**PASSAIC VALLEY SEWERAGE COMMISSION**  
**AND**  
**(AWARDED FIRM)**

PVSC Resolution No. XX-16  
PVSC Agreement No. XXXX  
Dated: \_\_\_\_\_, 2016

**ATTACHMENT I- Form of Contract cont.**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2016, by and between:

**PASSAIC VALLEY SEWERAGE COMMISSION**  
600 Wilson Avenue  
Newark, New Jersey 07105  
(hereinafter, "PVSC")

and

(*AWARDED FIRM*)  
(hereinafter, "Consultant")

**WHEREAS**, PVSC received proposals from \_\_\_\_\_ respondents, with Consultant being most qualified respondent based on price and other factors; and

**WHEREAS**, Consultant is willing and able to provide the services with respect to, among \_\_\_\_\_ other \_\_\_\_\_ things,

---

**WHEREAS**, PVSC approved Consultant's proposal (Exhibit A) for this work as is set forth in Resolution \_\_\_\_\_, dated \_\_\_\_\_, 2016 (Exhibit B).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. CONSULTANT'S SERVICES**

A. Description of Consultant's Services. In addition to performing all services set forth in this Agreement, Consultant shall perform the services described and detailed in the Proposal and the RFP. In the event the Proposal, the RFP, this Agreement, and PVSC Resolution No. XX-16, (Exhibit B) dated \_\_\_\_\_, 2016, are in conflict, the provisions, terms and conditions of this Agreement and PVSC Resolution No. XX-16, dated \_\_\_\_\_, 2016, shall bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or sub-consultants without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.



**ATTACHMENT I- Form of Contract cont.**

**II. METHOD OF PAYMENT**

A. Fees. (AS PER INDIVIDUAL RFP REQUIREMENTS)

B. Method of Payment. (AS PER INDIVIDUAL RFP REQUIREMENTS) PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

**III. INSURANCE**

Consultant shall procure and maintain, at Consultant's own cost, throughout the duration of the project, from inception through completion, insurance as follows:

- a. Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000/\$500,000/\$500,000
- b. Employers Liability Coverage in the amount of \$1,000,000
- b. Comprehensive General Liability and Bodily Injury, including death \$1,000,000 each occurrence
- c. Combined Single Limit \$1,000,000 each occurrence
- c. Comprehensive Automobile Liability, Bodily Injury, Property Damage \$1,000,000 each occurrence
- d. Combined Single Limit \$1,000,000 each occurrence
- d. Professional Liability \$1,000,000 per claim and annual aggregate

PVSC and its Commission, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its Commission, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its Commission, officers, directors, employees, and agents have been named as additional insureds.

The Consultant will provide a minimum thirty (30) days' written notice to PVSC prior to any cancelation, material change, or refusal of renewal of Consultant's insurance. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

## **ATTACHMENT I- Form of Contract cont.**

Each insurance policy except professional liability shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any subconsultant, Consultant shall require the subconsultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its subconsultants under its own policies. Consultant is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

### **IV. INDEMNIFICATION**

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

### **V. PENALTIES AND FINES**

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency (EPA) and/or the New Jersey Department of Environmental Protection (NJDEP), due to any negligent act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

**ATTACHMENT I- Form of Contract cont.**

**VI. NEW JERSEY LAW**

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the State of New Jersey.

**VII. CHANGES**

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

**VIII. SUSPENSION OR ABANDONMENT**

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages and/or anticipated profits.

**IX. TERMINATION OF AGREEMENT**

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

**X. SUCCESSORS AND ASSIGNS**

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein

## **ATTACHMENT I- Form of Contract cont.**

contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between PVSC and any Consultant subcontractors consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

### **XI. AFFIRMATIVE ACTION**

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Exhibit C and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

In addition, the Consultant agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

### **XII. CERTIFICATE OF AUTHORIZATION**

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including

**ATTACHMENT I- Form of Contract cont.**

N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

**XIII. BUSINESS REGISTRATION CERTIFICATE**

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC prior to execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and

remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

**XIV. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)**

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance

## **ATTACHMENT I- Form of Contract cont.**

B. thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Exhibit D, and the Statement of Ownership in Exhibit E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

C. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

D. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

**ATTACHMENT I- Form of Contract cont.**

**Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website: <http://www.state.nj.us/treasury/purchase/execorder134.htm>.**

E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website: <http://www.state.nj.us/treasury/purchase/execorder134.htm>.

**XV. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Consultant is required to read the Americans with Disabilities language attached hereto and made a part of this Contract as Exhibit F and agrees that the provision of Title 11 of the Act will be made a part of the contract. The Consultant is obligated to comply with the Act and to hold PVSC harmless.

**XVI. CLAUSES REQUIRED BY LAW**

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

**XVII. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

**XVIII. INCORPORATION OF RECITALS**

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

**XIX. COMPLETE AGREEMENT**

This Agreement (consisting of pages 1-13 inclusive), together with Exhibits A through F, and the RFP, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

**IN WITNESS WHEREOF,** PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

PASSAIC VALLEY SEWERAGE COMMISSION

By: \_\_\_\_\_  
Joseph F. Kelly  
Clerk

By: \_\_\_\_\_  
Gregory A. Tramontozzi, Esq.  
Executive Director

**ATTACHMENT J**  
**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS/CLARIFICATIONS**

The undersigned Respondent hereby acknowledges receipt of the following clarifications to the Request for Proposals. By indicating date of receipt, Respondent acknowledges the previously submitted qualifications and current proposal take into account the provisions of the issued clarification(s). Note that the PVSC's record of clarification(s) issued shall take precedence and that failure to include provisions of changes in proposals may be cause for rejection of the proposal.

**REQUEST FOR PROPOSALS**  
**ADMINISTRATION SERVICES –**  
**PVSC OWNER CONTROLLED INSURANCE PROGRAM**

**Directions: Complete Part I or Part II, whichever is applicable**

**PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH CLARIFICATION OR AMENDMENT RECEIVED IN CONNECTION WITH THIS RFP:**

CLARIFICATION\_\_\_\_ AMENDMENT \_\_\_\_\_ #1, DATED , \_\_\_\_\_

CLARIFICATION\_\_\_\_ AMENDMENT \_\_\_\_\_ #2, DATED , \_\_\_\_\_

CLARIFICATION\_\_\_\_ AMENDMENT \_\_\_\_\_ #3, DATED , \_\_\_\_\_

CLARIFICATION\_\_\_\_ AMENDMENT \_\_\_\_\_ #4, DATED , \_\_\_\_\_

**PART II: \_\_\_\_\_ NO CLARIFICATIONS OR AMENDMENTS WERE RECEIVED IN CONNECTION WITH THIS RFP.**

**DATE:** \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**ATTACHMENT K**

**PROPOSAL COST FORM/SIGNATURE PAGE**

To the Passaic Valley Sewerage Commission:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services (Section 2- Page 8-10) attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the same for:

1. \$ \_\_\_\_\_

2. Schedule of fees and hourly rates for additional services which may be proposed\*.

Yes                      No

\*Attach Fee Schedule if Applicable

\_\_\_\_\_

The undersigned is a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal ID # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent / Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Email Address \_\_\_\_\_