

**REQUEST FOR QUALIFICATIONS  
FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**COV RFQ # 2025-46**

**FOR THE  
CITY OF VINELAND  
NEW JERSEY**

**DUE DATE:  
Friday, December 12, 2025  
1:00 PM**

**ADDRESSED TO:  
Miguel A. Mercado, QPA  
Purchasing Agent  
640 E. Wood Street  
5<sup>TH</sup> Floor  
P.O. Box 1508  
Vineland, NJ 08362-1508**

**REQUEST FOR QUALIFICATIONS**  
**PROVIDING GENERAL ENVIRONMENTAL**  
**CONSULTING SERVICES FOR THE CITY OF VINELAND**

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

Sealed Request for Qualification (RFQ) responses will be received by Miguel A. Mercado, Purchasing Agent, on **Friday, December 12, 1:00 PM.** prevailing time in the office of the Purchasing Agent, 640 East Wood Street, Vineland, New Jersey, 08360 for:

**COV RFQ # 2025-46 PROVIDING GENERAL ENVIRONMENTAL**  
**CONSULTING SERVICES FOR THE CITY OF VINELAND**

Specifications and instructions may be obtained at the City of Vineland Purchasing Office, City of Vineland, 640 East Wood Street, Vineland, New Jersey, 08360 or by email at: [purchasingoffice@vinelandcity.org](mailto:purchasingoffice@vinelandcity.org).

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, C.33 (N.J.S.A 52:25-24.2) Corporate Disclosure.

Any questions regarding this Request for Qualifications shall be addressed to Miguel A. Mercado, Purchasing Agent, City of Vineland, 640 East Wood Street, Vineland, New Jersey, 08360; telephone (856) 794-4000 ext. 4042.

Miguel A. Mercado, QPA  
Purchasing Agent

## **1. Introduction**

This contract is to provide Professional Services for the City of Vineland through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

## **2. Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of this RFQ. Together with the other RFQ sections, they will apply to the RFQ process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the City of Vineland, hereinafter referred to as “City”, to determine the proposal as non-responsive to the RFQ 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 RFQ.

### **2.1 Schedule**

The dates established for the procurement are:

**Release of RFQ:** Wednesday, November 12, 2025

**Proposal Due Date:** Friday, December 12, 2025 by 1:00 PM

**Governing Body Action:** TBD

**Contract Commencement:** February 1, 2026

### **2.2 Proposal Submission Information**

**Submissions Due by: FRIDAY, DECEMBER 12, 2025 BY 1:00 PM**

**One (1) Original & Three (3) copies must be submitted.**

**Submission Office:**

**Miguel A. Mercado, Purchasing Agent**

City of Vineland

Purchasing Office – City Hall

5<sup>th</sup> Floor

640 East Wood Street

Vineland, New Jersey 08360

Proposals should be provided in a sealed envelope with the title of the RFQ clearly marked on the outside. It is recommended that each proposal package be hand delivered. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, e-mail or telephone is NOT PERMITTED. Delivery of a proposal to any other City of Vineland Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department. It is the bidder’s responsibility to make sure the proposal is delivered to the proper office as listed above.

**Respondents shall clearly mark their submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.**

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

### **2.3 City Representative for this Solicitation**

Please direct all questions in writing no later than noon on Monday, November 24, 2025 to:

Miguel A. Mercado, Purchasing Agent  
Voice: (856) 794-4000 ext. 4042  
Fax: (856) 405-4605  
Email: [PurchasingOffice@vinelandcity.org](mailto:PurchasingOffice@vinelandcity.org)

### **2.4 Interpretations and Addenda**

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

### **2.5 Quantities of Estimate**

Any quantities of work that may be provided herein are estimates solely provided for the purposes of this RFQ. 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 owner to complete 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.

### **2.6 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 qualifications. 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.

## **2.7 Statutory and Other Requirements**

### **2.7.1 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.

### **2.7.2 EEO/Affirmative Action Compliance Notice**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

**Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive.**

### **2.7.3 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 City harmless.

### **2.7.4 Statement of Corporate Ownership**

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. Respondents shall complete and submit the form of statement included herein.

**Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive.**

### **2.7.6 N.J. Business Registration Certificate**

**Respondents shall be required to submit proof of their valid New Jersey Business Registration Certificate prior to contract award.**

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration prior to contract award. Questions regarding

Business Registration may be directed to the Division of Revenue at (609) 292-9292. Online filing is available at:

<http://www.nj.gov/treasury/revenue/gettingregistered.shtml>

### **2.7.7 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 City 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 City 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 City regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall indemnify and save harmless the City and its officers, officials, agents, servants and employees against and from any and all claims, suits and cost of every kind, type or description, including attorney's fees and defense costs, and from any and all damages and liability to which the City or its officers, officials, agents, servants or employees may be subjected by reason of injury to the person or property of others resulting from or in any way arising out of the performance or lack of performance of this Agreement by the consultant or by any of the consultants agents, servants, employees and/or subcontractors.

The consultant shall purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the consultant and the City from any and all claims that may arise out of or result from the consultant's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/two million (\$2,000,000.00) annual aggregate, naming the City of Vineland as an additional insured shall be provided to the City within ten (10) calendar days after approval of this contract by Vineland City Council.

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.

**Contracts will be awarded on an as-needed basis determined by the solicitation of quotations for each specific project arising during the term of this contract. A Certificate of Insurance naming the City of Vineland as an additional shall be provided to the City prior to contract award for each specific project.**

### **2.8 Multiple Qualifications Not Accepted**

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

## **2.9 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 City may then, at its option, accept the proposal of another respondent.

## **2.10 Duration of Contract**

This contract shall commence February 1, 2026 and expire January 31, 2027. Should the City engage the contractor for a project that would extend beyond the termination date, the contract shall be extended for the length of time required and necessary to complete that specific project.

## **2.11 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 City 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 City 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 City 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 City under this provision. In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

## **2.12 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFQ's. Challenges filed after that time shall be considered void and having no impact on the City or the award of contract.

## **2.13 Payment**

Invoices for contractor payment 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 Document.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Contractors shall be required to sign a City voucher for payment.

## **2.14 Ownership of Material**

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City 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 City 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 City, 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 City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City 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 City. All information supplied to the City may be required to be supplied on CD-ROM media compatible with the City's computer operating system, MS Windows based, Lotus Suite.

## **2.15 Annual Disclosure Statement on Political Contributions**

The consultant is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the consultant receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the consultant's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **3. Scope of Work**

### **General Information:**

The City of Vineland is requesting qualifications from firms/individuals qualified, licensed and certified to Provide As-Needed General Environmental Consulting Services in the State of New Jersey in order to create a pool of pre-qualified consultants from which the City may draw to provide said services to the City of Vineland as described and proposed herein.

**The City shall award multiple pre-qualification contracts for the provision of these as-needed services.**

**Contracts will then be awarded on an as-needed basis determined by the solicitation of quotations for each specific project arising during the term of this contract.**

The consultant and their personnel involved in the performance of this contract shall comply with all appropriate provisions of applicable law and this contract.

This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

The consultant and their personnel shall be independent contractors and not employees, servants or agents of the City.

### **3.1 Description of Services**

The successful firm/individual shall either provide or retain sub-consultants at their own expense for the technical assistance necessary to provide General Environmental Consulting Services as needed and when requested by the City of Vineland, including but not limited to:

1. Services related to the removal of underground storage tanks
2. Conduct and completion of environmental studies (Preliminary Assessments/Site Investigations, Remedial Investigations, Remedial Action plans, etc.)
3. Identify air, asbestos, lead paint, PCB, concrete, mold issues
4. Meet with City officials when required
5. Advise the City regarding environmental issues
6. Work with other City professionals and City Officials when required
7. Attend various meetings when required by the City
8. Provide general environmental consulting services in support of and relating to the VMEU generation assets known as Down unit # 11, the Clayville unit and West CT.
9. The Down unit # 11 and Clayville units are RR/Siemens Trent 60 CTGs used in a simple cycle application. The West CT is a W251B simple cycle CTG.
10. Permitting support for these existing generating units, as well as our existing electrical distribution substations and switching stations, as needed, for potential support studies (noise, wetlands, land use, air, water waste, DCA, local Planning, etc.) for existing facility modifications and future/new facilities under consideration.
11. Technical support from supplemental staff as required.
12. Specialty experts as required (e.g. Federal PSD, Acid Rain permit and NJDEP Title V Air Operating Permits and Clean Air Interstate Rule (CAIR) permits etc.) .

### **4. Proposal Requirements**

Respondent shall have a minimum of five (5) years of experience in providing full environmental services.

Respondent shall address their ability to provide the work, services and responsibilities delineated in Section 3.1 entitled Description of Services.

Respondent shall describe any work, services and responsibilities not delineated in Section 3.1 entitled Description of Services that, if awarded a contract, they would provide.

Respondent shall provide the names of the individuals who will be assigned to this contract.

Respondent shall provide current information documenting the appropriate licensure, credentials, certifications, education and professional experience for the individuals who will be assigned to this contract.

Respondent shall indicate if their licenses and/or certifications or those of any of their staff have ever been suspended or revoked in New Jersey or any other State.

Respondent shall provide a statement concerning the ability of the firm/individuals to perform and complete, in a timely fashion, tasks assigned by the City pursuant to this contract.

Respondent shall provide a description of the support staff available to the individuals assigned to this contract.

Respondent shall provide a list of four (4) professional references (other than City of Vineland) including names, addresses and telephone numbers, who have a direct knowledge relating to your experience in providing the services/work requested herein.

Respondent shall describe their experience and knowledge in providing the services/work described and proposed herein to government entities in the State of New Jersey.

Respondent shall provide the location of their office(s) that will be supporting this contract.

Respondent may describe any value added services that may not have been addressed in this Request for Qualifications that they feel should be considered by the officials evaluating their proposal submission.

Respondent shall address the above listed requirements. A mere recitation/restatement of the requirements and/or a general commitment to provide them shall not be acceptable.

#### **4.1 Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

- Proposal Checklist
- Proposal Document
- Statement of Ownership Disclosure
- Affirmative Action Compliance
- Disclosure of Investment Activities in Iran
- Prohibited Activities in Russia or Belarus
- Acknowledgment of Receipt of Addenda, if any.

### **5. Evaluation, Review and Selection Process**

#### **5.1 Qualifications to Remain Subject to Acceptance**

RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The City will either award the contract(s) within the applicable time period or reject all qualifications. The City may extend the decision to award or reject all qualifications beyond the sixty (60) calendar days when the qualifications of any respondents who consent

thereto may, at the request of the City, be held for consideration for such longer period as may be agreed.

## **5.2 Rejection of Qualifications**

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

## **5.3 Evaluation Process**

An evaluation team will review all qualifications to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the qualifications based upon the Evaluation Criteria. Qualified respondents will then be recommended to the governing body for award of contract(s), based on price and other factors.

## **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 respondents.

### **5.4.1 Understanding of the Requested Work**

The qualifications will be evaluated for general compliance with instructions and requests issued in the RFQ. Non-compliance with significant instructions shall be grounds for disqualification of qualifications.

### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and adequately fulfill the requirements specified herein.

### **5.4.3 Management, Experience and Personnel Qualifications**

Expertise of the firm/individuals shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFQ. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

### **5.4.4 Cost to Provide Services**

**Cost to provide the service/work shall be determined by the solicitation of quotations for each specific project arising during the term of this contract.**

#### **5.4.5 Payment**

The City shall make consultant payment upon receipt and approval of a detailed invoice, as described herein.

#### **5.5 Term of Contract**

This contract shall commence upon execution of an agreement by City Council, and shall be for a period of one year. Should the City engage the contractor for a project that would extend beyond the termination date, the contract shall be extended for the length of time required and necessary to complete that specific project. This contract shall be subject to budgetary appropriations by the City of Vineland as required by law. The City and the consultant shall have the right to terminate this contract upon thirty (30) days written notice, return receipt requested, to the other party.

#### **5.6 Notice of Award**

The successful respondent(s) will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent(s) shall be required to execute a City of Vineland contract.

#### **5.7 Contract Records**

As per N.J.A.C. 17:44-2.2 Vendor 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.

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

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

**AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
NJ.S.A.10:2-1 ET SEQ.**

Pursuant to NJ.S.A. 10:2-1, if awarded a contract, the contractor 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.

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## **City of Vineland**

### **Revised 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 contracting agency an accurate list of all subcontractors and suppliers or attest that none was used;
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 sale of tangible personal property delivered into this State.

Pursuant to J.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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NEW JERSEY BUSINESS REGISTRATION

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Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

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

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

Sample New Jersey Registration Certificates:

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
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

**THE FOLLOWING  
DOCUMENTS  
TO BE SUBMITTED  
WITH YOUR  
PROPOSAL**

## Proposal Checklist

The following checklist is provided as assistance to the development of the RFQ Response. It in no way supersedes or replaces the requirements of the RFQ. 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 RFQ.

Proposal Document	_____
Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
References	_____
Evaluation Criteria	_____
Acknowledgment of Receipt of Addenda, if any.	_____
Statement of Ownership Disclosure	_____
EEO/Affirmative Action Compliance	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Disclosure of Investment Activities in Iran	_____
Prohibited Activities in Russia or Belarus	_____

**PROPOSAL DOCUMENT**

**TO THE COUNCIL OF THE CITY OF VINELAND:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described and proposed herein, for the following:

Name of Service: **PROVIDING GENERAL ENVIRONMENTAL CONSULTING SERVICES FOR THE CITY OF VINELAND**

**STATEMENT OF AUTHORITY**

RFQ SUBMITTED FOR:

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RFQ SUBMITTED BY: \_\_\_\_\_  
(Please Print Name)

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

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

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**By submitting and signing this RFQ, we certify that we are familiar with all conditions and requirements of this RFQ.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

**Part I:**

Check the box that represents the type of business organization:

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

**Part II:**

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

**FAILURE BY THE BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION  
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ No addenda received.

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Please type or Print)

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

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



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>i</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

*(Check the Appropriate Box)*

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

*OR*

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

*OR*

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

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*(Attach Additional Sheets if Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX

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

**OR**

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

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

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

Duration of Engagement  
Anticipated Cessation Date

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

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_