

**REQUEST FOR QUALIFICATIONS
RISK MANAGEMENT CONSULTANT
FOR THE
CITY OF VINELAND
NEW JERSEY**

COV RFQ # 2025-48

DUE DATE: Friday, December 12, 2025 @ 1:00 p.m.

Issued by:

The City of Vineland

Send Responses to:

**Miguel A. Mercado, QPA
Purchasing Agent
640 E. Wood Street
Vineland, NJ 08360**

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
CITY OF VINELAND

NOTICE IS HEREBY GIVEN that sealed submissions will be received in the Office of the Purchasing Agent, Fifth Floor, City Hall, 640 E. Wood Street, Vineland, NJ 08360 by 1:00 P.M. on **Friday, December 12, 2025 for Risk Management Consultant Services.**

Submission packages may be obtained at the Purchasing Department, (856) 794-4040 during regular business hours: 8:30 AM to 4:30 PM, Monday through Friday, excluding holidays or by emailing the Purchasing Agent at: PurchasingOffice@vinelandcity.org.

All service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

The City of Vineland reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the City of Vineland. The City Council of the City of Vineland shall award the contract or reject all submissions no later than 60 days from receipt of same.

By Order of the Council of the City of Vineland
Miguel A. Mercado, Purchasing Agent

INTRODUCTION AND GENERAL INFORMATION

Introduction and Purpose.

The City of Vineland is soliciting Qualification Statements from interested persons and/or firms for Risk Management Consultant Services, as more particularly described herein. Persons and/or firms interested in providing Risk Management Consultant Services must prepare and submit a Qualification Statement in accordance with the procedure in this RFQ. The City of Vineland will review Qualification Statements only from those firms that submit a Qualification Statement that includes all the information required to be included as described herein (in the sole judgment of the City). The City intends to qualify person(s) and/or firm(s) that: (i) possesses the professional, financial and administrative capabilities to provide the proposed services, and (ii) will agree to provide the proposed services based on terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City of Vineland.

Procurement Process.

The solicitation of Qualified Respondents and the selection of a Qualified Respondent is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* because the services are professional services exempt from public bidding. However, the solicitation and selection are subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.5 et seq. The City has structured a procurement process that seeks to obtain the desired services through a competitive process and to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in this RFQ, which will be applied in the same manner to each Qualification Statement received.

The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial criteria described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the City will (in its sole judgment) determine which Respondents are qualified and award a single contract to individual or firm selected by the evaluation team. Each Respondent satisfying the requirements of the RFQ (in the sole judgment of the City) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the City.

Direct all questions in writing to the Purchasing Agent by Monday, November 24, 2025 by 12:00 noon at: PurchasingOffice@vinelandcity.org

PROPOSAL SUBMISSION

Sealed Qualification Statements must be provided to the City’s Purchasing Agent. Proposals are

to be received on **Friday, December 12, 2025, by 1:00 pm**. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. 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.

Subsequent to issuance of this RFQ, the City (through the issuance of addenda to all firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate (in the sole judgment of) by the City.

CONDITIONS APPLICABLE TO RFQ

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

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the City to issue an RFP.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City 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 responding to this RFQ from further consideration.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the City of Vineland and non-returnable.

- All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.
- Any and all Qualification Statements received by the City after **1:00 p.m.** Prevailing Time on **Friday, December 12, 2025**, will be rejected.
- Neither the City, nor its respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating herein.

RIGHTS OF CITY OF VINELAND

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

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The City shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

ADDENDA OR AMENDMENTS TO RFQ

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

COST OF PROPOSAL PREPARATION

Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the City, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

PROPOSAL FORMAT

Responses should cover all information requested in the Questions to be answered in this RFQ.

Responses which in the judgment of the City fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

GENERAL INFORMATION ON CITY OF VINELAND

The City of Vineland is the largest city in land area in the State of New Jersey, at 69 square miles. Our population according to the 2020 Census is 58,605.

The City is a full-service community. Services include Police, Fire (combination – paid and volunteer), Public Works, Engineering, Recreation, Economic Development, Licenses and Inspections, Library, Municipal Court, Health Department and Emergency Medical Service.

In addition, the City has the only municipally owned electric generating utility in the State. Part of Department of Municipal Utilities includes the Water Utility.

Sewer service provided by Landis Sewerage Authority – a City established entity that has its own governing structure and budget.

Most services provided with in-house staffing, including a full-time City Solicitor, the majority of maintenance of the City fleet and equipment, information systems, and payroll. City-wide residential garbage and trash collection is contracted out.

The City has approximately 750 full and part-time employees.

SCOPE OF SERVICES:

Any person or firm interested in providing professional services to the City of Vineland as defined in the New Jersey Statutes, NJSA 40A:11-2(6)

1) Appointment of Risk Management Consultant: Risk Management Consultant shall be appointed by City Council by a majority vote of a quorum of its members and shall serve for a term of one (1) year from February 1, 2026 to January 31, 2027 and until a successor has been appointed and qualified. The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with demonstrated prior experience in the management of public insurance risks. The Risk Management Consultant shall be an "Insurance Producer", pursuant to NJSA 17:22-A.

2) Duties:

- A. The Consultant shall assist the City in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B. The Consultant shall assist the City in understanding and selecting the various types of coverage available from the TRICO Joint Insurance Fund ("Fund").
- C. The Consultant shall review with the City any additional types of coverage that the Consultant believes the City should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the City.
- D. The Consultant shall review the City's annual assessment as prepared by the Fund, and shall assist the City in the preparation of its annual insurance budget.
- E. The Consultant shall execute and file with the City, as part of this agreement, and the Executive Director's office a copy of the TRICO Joint Insurance Fund Confidentiality Agreement.

3) Compensation

For any insurance coverages authorized by the City to be placed outside the Fund, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company.

A flat fee shall be paid by the City for all other services rendered which may not exceed 6% of the City's assessment by the Fund.

SUBMISSION REQUIREMENTS

General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 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 Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Administrative Information Requirements

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

1. An executive summary of the information contained in all the other parts of the Qualification Statement.
2. Name, address and telephone number of the firm or firms submitting the Qualification Statement pursuant to this RFQ, and the name of the key contact person.
3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, "Principals" mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Qualification Statement. Describe the approval process.

- (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
4. The number of years your organization has been in business under the present name.
 5. The number of years the business organization has been under the current management.
 6. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
 7. Indicate whether there are any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
 8. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
 9. Confirmation of state licenses to perform the property/casualty broker services required herein.
 10. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City, if any. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If none, so state.

Professional Information Requirements

a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ, and provide proof of all certifications necessary to perform such services. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

1. Description and scope of past experience of Respondent, specifically including prior experience as a risk management consultant of record in the public sector marketplace in New Jersey;

2. Current list of public entity clients with contact name, title, telephone number, lines of business and estimated number of employees;

3. Name, address and contact information of at least 5 public entity references;

4. Relevance of Respondent's experience to this RFQ

- b. A narrative statement of the Respondent's understanding of the City's needs and goals. Describe your knowledge of the City of Vineland, its covered employees and retirees, its current insurance policies and its collective bargaining agreements.
- c. Describe recommendations you have made to public entity clients to reduce risk management insurance costs and claims. Quantify results where applicable.
- d. Total number and location of employees dedicated to servicing the City of Vineland. Total number of service employees who hold a license in the life and medical authorities.
- e. Designate the employees who will be assigned to the City of Vineland.
- f. Describe the claims administration services to be provided to covered employees and retirees.
- g. Describe the services your firm routinely performs for public entity clients.
- h. Describe your direct involvement with efforts to reduce risk management claims for public entity clients.

STATUTORY AND OTHER REQUIREMENTS

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.

EEO/Affirmative Action Compliance Notice

No firm may be issued a contract unless it complies with the EEO/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.

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.

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.

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>

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.

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.

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.

Duration of Contract

This contract shall commence February 1, 2026 and continue for a period of one-year ending 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.

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.

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.

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.

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.

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.

Evaluation, Review and Selection Process

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.

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.

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.

Evaluation Criteria

The RFP shall be evaluated and selection will be made upon the basis of the criteria listed below on a 100 point scale. Qualifications will be evaluated by the City of Vineland on the basis of the most advantageous to the City. The evaluation will consider but not be limited to:

1. Experience and reputation in the field including to what extent the Firm will rely on in-house resources vs. contracted resources. (10 points)
2. Knowledge of the City of Vineland and the subject matter to be addressed under the contract; (30 points)
3. Proximity to the City and Availability to accommodate any required meetings of the City; (20 points)

4. Other factors as may be demonstrated to be in the best interest of the City; (10 points)
5. Cost criteria including the following (30 points)
 1. Please attach a fee schedule for providing the services requested in Scope of Work. In addition, please include:
 2. Fee structure for all staff that will be assigned to the work for this transaction
 3. Please detail your firm's billing procedures and rates as to overhead and out-of-pocket expenses
 4. Please describe any other fee that would be relevant for this project

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.

Knowledge and Technical Competence

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

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.

Payment

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

Term 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. 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, and return receipt requested to the other party.

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.

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)

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 therunto, 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.

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.

NEW JERSEY BUSINESS REGISTRATION


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:

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

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

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

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: **RISK MANAGEMENT CONSULTANT SERVICES**

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**

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 _____
- Affirmative Action Compliance _____
- Affirmative Action Mandatory Language _____
- Americans with Disabilities Act Mandatory Language _____
- Disclosure of Investment Activities in Iran _____

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets if Necessary.)

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

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



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 _____