



COUNTY OF UNION

REQUEST FOR PROPOSALS FOR

The Provision of:

LEGAL SERVICES

WORKERS COMPENSATION DEFENSE COUNSEL SERVICES

Period of Qualifications January 1, 2027 – December 31, 2027

*One (1) Original Paper hard copy and
One (1) PDF electronic copy on a Thumb Drive*

SUBMISSION DEADLINE

OCTOBER 22, 2026

11:30 A.M.

County Counsel Law Conference Room, 2nd Floor
County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

ADDRESS ALL SEALED PROPOSALS TO:

Office of the County Counsel
Union County Administration Building – 2nd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Attn: Carolyn Sullivan Kropp, Esq.

“RFQ - Legal Services Workers Compensation Defense Counsel Services 2027”

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

CONTACT PERSON

Carolyn Sullivan Kropp, Esq.
Assistant County Counsel
Office of the County Counsel - 2nd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Phone - (908) 527-4250 / Fax - (908) 289-4230 / Email - csullivan@ucnj.org

SEALED PROPOSALS

Proposer/Vendor must submit One (1) Original Paper hard copy and One (1) PDF electronic copy on a **Thumb Drive** in a sealed envelope labeled "*Proposals for Legal Services Workers Compensation Defense Counsel Services 2027*" addressed in accordance with the front page of this document.

INQUIRIES

All inquiries regarding the Request for Proposals must be submitted in writing to the contact person listed above no later than three (3) business days before the opening of proposals. Questions may be faxed or emailed to the contact person listed above.

PURPOSE OF REQUEST

The County of Union is requesting proposals from qualified individuals and firms to provide Workers Compensation Defense Counsel and other services of a specialized nature to the County. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

TENTATIVE PERIOD OF CONTRACT

January 1, 2027 through December 31, 2027

CONTRACT FORM

The successful proposer shall be required to execute the County's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft County form contract is available upon request. Failure on the part of the successful proposer to execute said agreement within ten (10) business days of award may result in termination of the award.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

RFQ - Legal Services Worker's Compensation Defense Counsel Services
Opens October 22, 2026 at 11:30 A.M.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSALS FOR:
Workers Compensation Defense Counsel Services

1. **COUNTY OF UNION FACTS AND FIGURES** – The County of Union is a legal, governmental entity. The County was incorporated in 1857 and operates under N.J.S.A 40:41A-1 et seq., “the Optional County Charter Law.” – County Manager Plan. The legislative authority and responsibilities of the County of Union is vested in the elected nine-member Board of County Commissioners. The Board sets policy, adopts the operating and capital budgets for the County, enacts ordinances and sets the direction of how the County of Union will provide government services. The County Manager is the County’s chief executive officer and carries out the policies adopted by the Board.
2. **NATURE/ SCOPE OF SERVICES** – The County of Union is requesting proposals for Workers Compensation Defense Counsel Services.

It is the intention of the County of Union to qualify Workers Compensation Defense Attorneys that meet the criteria set for in this RFP. The County of Union will then recommend said attorney/firms to the County’s third-party administrator to handle litigation as need arises. Counsel may also be engaged in the representation of the commissioners, executives, and other members of the Union County Insurance Fund Commission.

Union County is requesting proposals for Workers Compensation Defense. Counsel will be required to provide representation in all aspects of workers compensation litigation, including, but not limited to:

- Filing answer to Claim Petitions on behalf of the County of Union;
- Make appearance on behalf of the County of Union in Workers Compensation Court;
- Arrange for medical examinations;
- Review medical reports;
- Trials;
- Appeals;
- Counsel may be called upon to attend meetings with the County of Union or on its behalf; and
- Counsel may also be called upon to provide other types of legal services of a specialized nature.

3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Proposers should submit a technical proposal which contains the following:

- A. The full legal name of the proposer, its principal place of business and, if different, the place where the services will be provided;
- B. Proposer must have a minimum of ten (10) years of experience in workers compensation defense servicing the County of Union or other governmental entities;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
 - Proposer must be licensed to practice law in the State of New Jersey;
- D. The applicant must demonstrate a consistent pattern of successfully controlling litigation.
- E. The applicant also must demonstrate a high degree of knowledge concerning: (1) the operation of local governmental units in New Jersey, and (2) workers' compensation, and Title 59 liability matters involving New Jersey governmental entities.
- F. A description of all other areas of workers compensation defense work of the proposer, with emphasis on a description of those services of interest to a County government client;
- G. Please provide a description of any particular area(s) of expertise you or your firm may possess that have not been included in the response provided above;
- H. A listing of all other engagements where services of the types being proposed were provided in the past. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;
- I. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- J. A statement that the proposer will comply with the General Terms and Conditions required by the County and enter into the County's standard Professional Services Contract;
- K. All forms attached at the end of this document:

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- Proposer Signature Page;
- Proposer References;
- Business Registration Certificate;
- Statement of Ownership Disclosure;
- Non-Collusion Affidavit;
- Affirmative Action Requirement;
- American with Disabilities Requirement;
- Affidavit of No Conflict of Interest;
- Disclosure of Investment Activities in Iran;
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus;
- Byrd Anti Lobbying Certification;
- Disclosure of Lobbying Activities (LLL form);
- Business Disclosure Certification;
- Acknowledgment of Receipt of Addendum/ Addenda (if applicable)
- Cost Proposal.

4. **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL -**

Proposer must be licensed to practice law in the State of New Jersey;

5. **COST PROPOSAL** - Effective January 1, 2026, the County will compensate services in the amount of \$155.00 per hour for all new assigned files.

As a public entity, the County of Union can only reimburse for expenses actually incurred. Accordingly, the County will reimburse for the following itemized expenses ONLY:

1. Costs of duplication;
2. Priority Postage/Express Delivery;
3. Court costs and Filing Fees;
4. Transcript Costs; and
5. Other such costs and expenses as may be PRE-APPROVED by the County Counsel's Office.

The County does not provide payment for or reimbursement for travel.

6. **PROPOSAL EVALUATION** - The County will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFP. The County will make the award(s) that is in the best interest of the County.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The County reserves the right to:

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- a. Not select any of the proposals;
- b. Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal; every proposal shall be considered irrevocable through this time period.

The County shall NOT be obligated to explain the results of the evaluation process to any proposer.

The County may require proposers to demonstrate any services described in their proposal prior to award.

- 7. **PROPOSAL LIMITATIONS** - This RFP is NOT intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the County by issuance of this RFP. The County reserves the right at the County's sole discretion to refuse any proposal submitted.
- 8. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the County to the proposer in connection with this RFP shall remain the property of the County. When in tangible form, all copies of such information shall be returned to the County upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the County or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- 9. **GENERAL TERMS AND CONDITIONS** -
 - 1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**
 Unless the bidder/proposer is specifically instructed otherwise in the Request for Proposals (RFP) or bid documents, the following terms and conditions shall apply to all contracts or purchase contracts made with the County of Union (County). These terms are in addition to the terms and conditions set forth in the RFP or bid documents and should be read in conjunction with same unless the RFP or bid documents specifically indicates otherwise.

The statutes, laws, ordinances and/or codes applicable to this Project or contract require strict compliance.

- 1.1. *BUSINESS REGISTRATION CERTIFICATE- MANDATORY REQUIREMENT*
P.L.2009, C.315, REQUIRES THAT EFFECTIVE JANUARY 18, 2010; A CONTRACTING AGENCY MUST RECEIVE PROOF OF THE PROPOSER'S BUSINESS REGISTRATION PRIOR TO THE AWARD OF CONTRACT. HOWEVER, THE PROOF MUST SHOW THAT THE PROPOSER WAS IN FACT REGISTERED WITH THE STATE OF NEW JERSEY, DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, AND OBTAINED THE BUSINESS REGISTRATION PRIOR TO THE RECEIPT OF CONTRACT DOCUMENTS.

If Subcontractors are named in the contract documents, proof of the business registration for each must be provided prior to the award of a contract. Similarly, to the proposer the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of contract documents.

Proof of business registration shall be a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, or a copy of the web printed version printed version provided by the Department of Revenue.

- 1.2. *SALES AND USE TAX.*

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32b-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

- 1.3. *ANTI-DISCRIMINATION.*

All parties to any contract with the County agree not to discriminate in employment and agree to abide by the New Jersey Law Against Discrimination, including those contained within N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

- 1.4. *AFFIRMATIVE ACTION.*

The Vendor acknowledges receipt of Affirmative Action Exhibit A below and the Vendor agrees to comply with N.J.S.A 10:5-31 et. seq. and N.J.A.C. 17:27. (copy of form attached)

1.5. *AMERICANS WITH DISABILITIES ACT. - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES*

The contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below (copy of form attached).

1.6. *PREVAILING WAGE ACT.*

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the County, except those contracts which are not within the contemplation of the Act. The bidder's signature on the contract documents is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by the contract documents has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the contract documents is also his guarantee that he and any subcontractors he might employ to perform the work covered by the contract documents shall comply with the provisions of the Prevailing Wage Act and Public Works Contractor Acts, where required.

1.7. *PAY TO PLAY PROHIBITIONS.*

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the contract that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

1.8. *POLITICAL CONTRIBUTION DISCLOSURE.*

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

1.9. *COMPLIANCE AND PROCUREMENT OF PERMITS AND LICENSES.*

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

The contractor shall at its sole cost and expense, procure all licenses, authorizations, approvals, contracts and permits necessary to the fulfillment of its obligations under the terms of the contract.

1.10. *GOVERNING LAWS AND JURISDICTION.*

It is agreed and understood that any contracts under this Contract shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any disputes arising between the parties shall, in the first instance, be referred to mediation for resolution, and failing that, through litigation in an appropriate court of competent jurisdiction venued in Union County.

1.11. *BUY AMERICAN.*

Pursuant to N.J.S.A. 40A:11-18, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

2. INDEMNIFICATION AND INSURANCE

2.1. *INDEMNIFICATION.*

The contractor's liability to the County and its employees in third party suits shall be as follows:

- a. To the fullest extent permitted by law, the Vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and hold harmless the County, its Board of County Commissioners, officers, directors, employees, contractors, agents and volunteers from and against Vendor's breach of this Agreement (including attorney's fees), and any and all third party claims

demands, suits, actions, recoveries, judgments, costs and expenses (including attorney's fees), in connection with this Agreement which shall arise from or result directly or indirectly from the work, services, and/or materials supplied under this Agreement by the Vendor, its employees, officers, agents, subcontractors and representatives.

- b. The Vendor further agrees that this indemnification includes, but is not limited to: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, and claims of infringement of intellectual property rights, which may arise out of or be caused by the negligent actions, activities, omissions and/or willful misconduct of the Vendor, its employees, officers, agents, subcontractors and representatives, in connection with the performance of the work and/or services as outlined in this Agreement.
- c. The Vendor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.
- d. The Vendor's duty to defend the County shall arise at the beginning of any claims made against the County.

2.2. *INSURANCE.*

UNION COUNTY INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES

**(Legal, Accounting, Architect, Engineer,
Consultant, Medical, Etc.)**

Insurance Requirements for Professional Services Revised 6/ 2022

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Coverage shall be at least as broad as:

Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder by the Vendor, its officers, agents, contractors, representatives, or employees.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products

and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, agents, contractors and volunteers are to be covered as additional insureds.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: Insurance as required by the State of New Jersey, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Sexual Abuse or Molestation (SAM) Liability**: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

5. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Vendor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage - For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Union, its officers, officials, contractors, employees, and volunteers.

Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Union.

Verification of Coverage - Vendor shall furnish the County of Union with Certificates of Insurance before work begins.

Claims Made Policies – If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims Made policy form with a retroactive date prior to the contract effective, or start of work date, the Vendor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors – Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County of Union is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances – County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, agents, contractors, employees, and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, officials, agents, contractors, employees and volunteers.

Certificate Holder is:

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

3. **GENERAL TERMS GOVERNING ALL CONTRACTS**

3.1. **CONTRACTOR IS INDEPENDENT CONTRACTOR.**

In the performance of this contract, the contractor, its officers, employees, subcontractors, suppliers, agents or representatives will act

in an independent capacity and NOT as officials, agents or employees of the County.

It is expressly understood and agreed that the contractor and its officers, employees, subcontractors, suppliers, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits

3.2. *CONTRACT TERM AND EXTENSION OPTION.*

If, in the opinion of the County, it is in the best interest of the County to extend a contract, the contractor shall be so notified of the County's intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the County's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the extended contract shall be governed by N.J.S.A. 40A:11-15 as applicable.

3.3. *COUNTY'S OPTION TO REDUCE SCOPE OF WORK.*

The County has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the County shall provide to the contractor advance written notice of the change in scope of work and what the County believes should be the corresponding adjusted contract price. (Deduct Change Order) within five (5) business days of receipt of such written notice.

- a. If the contractor does not agree with the County's proposed adjusted contract price, the contractor shall submit to the County any additional information that the contractor believes impacts the adjusted contract price with a request that the County reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the County shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- b. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the County an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the County may request. The County shall make a prompt decision taking all such information into

account, and shall notify the contractor of the compensation to be paid for such work effort.

3.4. *CHANGE IN LAW.*

Whenever a change in applicable law or regulation affects the scope of work, the County shall provide written notice to the contractor of the change and the County's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price within five (5) business days of receipt of such written notice.

- a. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the County any additional information that the contractor believes impacts the adjusted contract price with a request that the County reconsider the adjusted contract price. The County shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- b. If the contractor has undertaken any work effort toward a deliverable task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the County an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the County may request. The County shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

4. TERMS AND CONDITIONS

4.1 *SUBCONTRACTING.*

If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.2 *ASSIGNMENT OR TRANSFER.*

The contractor may not assign, transfer, convey any of its responsibilities under the contract, in whole or in part, or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee. If such a transfer without consent occurs, the County may refuse to carry out its contract

with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

The County reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

4.3 *AVAILABILITY OF FUNDS.*

The obligations of the County under this contract are contingent upon the availability of appropriated funds and receipt of revenues on an annual basis from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless and until funds are appropriated each fiscal year. No work shall be performed until the contractor has received assurances that sufficient funds exist. If funding is not authorized or approved, such events shall not constitute a default.

4.4 *TERMINATION WITHOUT CAUSE.*

The performance of work under this contract may be terminated by the County without cause upon thirty (30) days' notice. Any such termination shall be effected by delivering to the contractor a Notice of Termination specifying the extent to which performance of the work under this contract is terminated and the date on which termination becomes effective. In no event, however, shall the contractor be paid for loss of anticipated profits or consequential damages.

4.5 *TERMINATION FOR CAUSE.*

The County may, by written notice of default to the contractor, and without prejudice to any other right or remedy, terminate this contract under any one of the following circumstances if the contractor does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the contractor specifying such failure:

- a. If the contractor refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- b. If the contractor disregards laws, ordinances, rules, regulations or orders;
- c. If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;
- d. If the contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

4.6 *CONTRACTOR LIABILITY UPON TERMINATION.*

The County shall hold the contractor liable for actual damages permitted under the laws of the State of New Jersey arising out of or resulting from the termination of the contract.

The County may also hold the contractor liable for all incidental and consequential damages permitted under the laws of the State of New Jersey arising or resulting from the termination of the contract.

4.7 *FORCE MAJEURE.*

Neither party shall be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the County solely in its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions or other public health emergencies, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the contractor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

4.8. *RIGHTS AND REMEDIES.*

The rights and remedies of the County shall not be exclusive and are in addition to any other rights under the contract or under applicable law.

In the event the County is required to undertake any legal action to enforce its rights and remedies under the contract, the County shall be entitled to recover reasonable attorney fees and costs in the event the County prevails against the contractor.

4.9. *INSPECTION AND AUDIT.*

The contractor shall maintain accounting records in a manner so as to enable the County to easily audit and examine any books, documents, papers, and records maintained in support of the contract. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. All such documents shall be made available to the County for inspection and/or copying at its request and upon not less than three 3 business days and shall be clearly identifiable as pertaining to this contract. The County may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of

five (5) years from the date of final payment. Such records shall be made available to the County or its designee upon request.

The contractor agrees that the County shall have the right to examine any of the contractor's records that are directly related to this contract. The contractor shall preserve books, documents and records for a period of five (5) years from completion of the contract. During the term of the contract, all information by the contractor in the performance of this contract will be made available to the County within three (3) business days upon demand. If requested, the contractor shall deliver to the County all background material prepared or obtained by the contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

The County or its authorized representatives shall at all reasonable times and upon 24 hour written notice, have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the County desires to inspect work on the contractor's premises, the County will abide with all reasonable security procedures. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

4.10. MERGERS OR ACQUISITIONS.

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the County as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the County, which may include but need not be limited to: political contribution disclosures, business entity disclosures, corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the County must be so notified. All responsible parties of the dissolved business entity must submit to the County in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the County and the County approves the new performing party.

4.11. *CONTRACT AMENDMENT.*

Except as provided herein, the contract may only be amended in writing by mutual agreement of the County and the contractor.

4.12. *WAIVER.*

No term or provision hereof shall be deemed waived and no breach excused by the County unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the County of Union to, or waiver by the County of Union of, a breach by the Proposer, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

4.13. *SEVERABILITY.*

If any provision of this contract, or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity shall not void the entire contract or affect other provisions or applications of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

4.14. *ENTIRE CONTRACT.*

These terms and conditions, bid documents, RFPs, RCCPs specifications and drawings, the mandatory minimum requirements, and the forms, contract documents, and bid submissions, as applicable, shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written contracts between the parties.

5. TERMS RELATING TO PRICE AND PAYMENT

5.1. *PRICE FLUCTUATION DURING CONTRACT.*

Unless otherwise agreed to in writing by the County, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer or contractor's price decrease during the contract period, the County shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The County must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

5.2. TAX CHANGES.

The County is exempt from State Sales and Use taxes and Federal Excise taxes. Therefore, price quotations must not include such taxes. The County's Federal Excise Tax Exemption number is 22-6002481.

6. PAYMENT

Unless otherwise stated in the scope of work, payment requests shall be submitted to the respective County Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and shall be accompanied by the Contract Identification Number and completed County Purchase Order/Voucher.

7. OPRA (Open Public Records Act)

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), all contract documents and information prepared by Vendor and received by the County in response to this Request for Proposals will become the property of the County of Union. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. Prior to the execution of this Agreement, Vendor shall advise the County in writing if any of Vendor's contract documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, Vendor shall be responsible to defend its position in the appropriate agency or court and Vendor shall indemnify, defend and hold the County harmless against any claims whatsoever, if the County denies access to such contract documents based on Vendor's request.

8. COOPERATION WITH OTHER VENDORS

The Vendor shall fully cooperate with other Vendors of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.

9. DELIVERIES

Proposals may be hand delivered or mailed consistent with the provisions of the Legal Notice to Proposers. In the case of mailed proposals, the County assumes no responsibility for proposals misdelivered or received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

10. TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. §

3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification

to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by County evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned**
- B. Knowledge of the County of Union and the subject matter to be addressed under this engagement**
- C. Relevance and Extent of Similar Engagements performed**
- D. Technical Proposal contains all required information**
- E. Reasonableness of Cost Proposal**

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

DOCUMENT TITLE	INITIALS
One (1) original and one (1) electronic copy of your entire proposal in PDF format on a Thumb Drive Please include all information and affirmative statements as required in the section entitled "Standard Requirements of Technical Proposal"	
PROPOSER SIGNATURE PAGE	
PROPOSER REFERENCES	
BUSINESS REGISTRATION CERTIFICATE	
STATEMENT OF OWNERSHIP DISCLOSURE	
NON-COLLUSION AFFIDAVIT	
AFFIRMATIVE ACTION REQUIREMENT	
AMERICANS WITH DISABILITIES ACT	
AFFIDAVIT OF NO CONFLICT OF INTEREST	
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	
BYRD ANTI LOBBYING FORM	
DISCLOSURE OF LOBBYING ACTIVITIES (LLL FORM)	
BUSINESS DISCLOSURE CERTIFICATION	
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA (if applicable)	
CONSENT TO COST PROPOSAL	

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS

PRINT NAME OF COMPANY

SIGNATURE OF AUTHORIZED PROPOSER

PRINT NAME OF PROPOSER

PROPOSER SIGNATURE PAGE

PROPOSER REFERENCES

Proposer shall provide a list of current references, with contact names, email addresses, phone number and years servicing the entity, which the County of Union may use in reference checking. Proposers should include a minimum of three to five references with their proposal.

For each reference please include the following information. Add additional pages if desired.

	ENTITY AND CONTACT NAME	EMAIL	TEL. NO.	Years Servicing Entity
1				
2				
3				
4				
5				

BUSINESS REGISTRATION CERTIFICATE

Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly, to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

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

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, NJ 08646-0252

TAXPAYER NAME:
 TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
 970-087-382/500

ADDRESS:
 847 ROEBLING AVE
 TRENTON NJ 08611

EFFECTIVE DATE:
 01/01/01

TRADE NAME:
 CLIENT REGISTRATION

SEQUENCE NUMBER:
 0107530

ISSUANCE DATE:
 07/14/04

FORM BRC(06-01)

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:
 20041014112813533

ATTACH BRC HERE

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)
☐ Partnership ☐ 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	Home Address (for Individuals) or Business Address

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

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate 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	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *County of Union* 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 *County of Union* to notify the *County of Union* 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 *County of Union* to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
 (name of affiant) (name
 of municipality)

in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the Proposer making this Proposal for the RCCP

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

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to
before me this _____ day of

_____, 20____

**Signature (Original signature only;
stamped signature not accepted)**

(Type or print name of affiant under signature)

Notary public of the State of _____

My Commission expires _____

(Seal)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.

RFQ - Legal Services Worker's Compensation Defense Counsel Services
Opens October 22, 2026 at 11:30 A.M.

AFFIRMATIVE ACTION REQUIREMENT
REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

☐

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

☐

A photocopy of your Certificate of Employee Information Report

OR

☐

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

Print or type FIRM NAME here

Sign NAME and TITLE here
 (Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

**Please note the following when completing the
Employee Information Report (Form AA-302)**

- ❖ The vendor must complete the Employee Information Report (Form AA-302) and retain a copy for the vendor's own files.
- ❖ A **copy** of the Employee Information Report (Form AA-302) must be submitted to the County of Union, Office of Affirmative Action, Administration Building, 5th Floor, Elizabeth, NJ 07027. **Failure to submit a copy of the Employee Information Report (Form AA-302) to the County of Union will delay execution of your contract.**
- ❖ The **original** Employee Information Report (Form AA-302) must to be submitted to NJ Department of the Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program, P.O. Box 206, Trenton, NJ 08625-0206 along with the required \$150.00 non-refundable fee payable to: "Treasurer, State of New Jersey". **Failure to properly complete the entire form and to submit the required \$150.00 non-refundable fee to the State of New Jersey may delay issuance of your certificate.**
- ❖ After the original AA-302 form, along with the non-fundable fee, is received by the NJ Dept. of the Treasury, they will forward to you a Certificate of Employee Information Report. This document should be retained and submitted with future contracts with the County of Union.

**ATTACHED PLEASE FIND FORM AA-302
ALONG WITH INSTRUCTIONS PAGE**

This form can also be found at:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf

(REVISED 01/2022)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County of Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, 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 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, any 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.

Name _____ (Please print or type)

Signature _____ Date _____

RFQ - Legal Services Worker's Compensation Defense Counsel Services
Opens October 22, 2026 at 11:30 A.M.

**AFFIDAVIT OF
NO CONFLICT OF INTEREST**

State of New Jersey :
: SS:
County of :

I, _____, the undersigned and _____
(Name) (Name of Office)
of the company/firm/agency named in the within proposal, do hereby swear to the
following:

- (1) I have full authority to make the representations set forth in this Affidavit;
and
- (2) I am unaware of any conflict of interest that could disqualify myself or my
company/firm/agency should said company/firm/agency be selected among
the list of approved vendors for the services and work by the County of Union,
and shall immediately notify said County should one arise during the term of my
contract.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____ 20____.

(Print Name)

NOTARY PUBLIC OF

(Signature)

MY COMMISSION EXPIRES:

_____, 20____.

COUNTY OF UNION NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of 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 Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** 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

- ☐ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

- ☐ B. 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 Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

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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") 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).

RFQ - Legal Services Worker's Compensation Defense Counsel Services
Opens October 22, 2026 at 11:30 A.M.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Representative

 Name and Title of Contractor's Authorized Representative

 Date

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ N/A – My agency does not engage in any lobbying activities

1. Federal: _____ Type of a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee _____ Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> b. Individuals performing services including address if different from no. 10a) <i>(last name, first name, MI):</i>		
11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less then 10,000 and no more then \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<i>Federal Use Only:</i> <i>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</i>		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

BUSINESS DISCLOSURE STATEMENT

(To be submitted with proposal)

- (a) Is or was anyone in your firm or company a member of the County commissioner board within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____

No _____

Name

Position

Relationship

- (b) Has any principal/partner of your firm been convicted of an indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____

No _____

Name

Date

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____

No _____

Name

Position

Term

Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____

No _____

Reason for Action:

- (e) Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____

No _____

Name

State, County or Municipality

Date

- (f) Has your firm sued the County of Union in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____

No _____

Name

Date

- (g) Is your business currently in good standing with the State of New Jersey with all tax obligations and annual fees paid?

Yes _____

No _____

If no, please explain.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ ADDENDA

The undersigned proposer hereby acknowledges receipt of the following Addenda(s):

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

Acknowledged for: _____
(Name of PROPOSER)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addendum/ Addenda

COST PROPOSAL -

Effective January 1, 2026, the County will compensate services in the amount of \$155.00 per hour for all new assigned files.

As a public entity, the County of Union can only reimburse for expenses actually incurred. Accordingly, the County will reimburse for the following itemized expenses ONLY:

1. Costs of duplication;
2. Priority Postage/Express Delivery;
3. Court costs and Filing Fees;
4. Transcript Costs; and
5. Other such costs and expenses as may be PRE-APPROVED by the County Counsel's Office.

The County does not provide payment for or reimbursement for travel.

I consent to the County of Union's cost proposal section as state above.

Name_____ (Please print or type)

Signature_____ Date _____

FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S RESPONSE

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

PROPOSER NAME: _____

AUTHORIZED
REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____