

**REQUEST FOR PROPOSALS FOR SPECIAL COUNSEL FOR ENVIRONMENTAL
LEGAL SERVICES FOR THE COUNTY OF CAMDEN**

PART I

Instructions To Vendors

This is a 21-page document. Please be sure to read each page, including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor” and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Request for Proposals and resulting contract is to obtain a qualified firm to act as special counsel for environmental legal services to represent the County of Camden under the direction of the Office of County Counsel.

Firms responding to this Request for Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this Request for Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the County may choose a contractor(s) that best meet(s) the County’s needs. It is the County’s intent that no statutory, regulatory, or common law bidding requirement applies to this Request for Proposals. The County intends to award this contract pursuant to N.J.S.A. 40A:11-5(1)(a)(i).

Official County RFP documents are available from the County as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete. The County is not responsible for third party supplied RFP documents.

2.0 BACKGROUND INFORMATION

The Camden County Board of Commissioners is seeking to obtain the services of a qualified legal firm with expertise in providing environmental legal services to government entities to handle matters related to regulatory, compliance and investigatory matters, potential litigation and provide consulting services to the County as more fully described in the scope of services section of this RFP. The specific extent and character of the legal services to be performed shall be subject to

the general control and approval of the County Counsel as directed by the Board of Commissioners.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Two (2) copies of the Proposal, INCLUSIVE OF ALL INFORMATION required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Camden County Division of Purchasing, Courthouse - 6th Floor, 520 Market Street, Camden New Jersey, 08102. Proposals are scheduled to be opened on **Tuesday February 4, 2025, at 11:00 a.m.** Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the RFP clearly marked on the outside. If hand-delivering proposal it must be left in the marked bin accessible from the 6th Street entrance to the Courthouse. Bin access is M-F 8:30 A.M. to 4:00 P.M. only. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

Final selection of firm(s) shall be made by the Camden County Board of Commissioners by formal resolution. Contract(s) for services will be provided by the Office of County Counsel.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Request for Proposals must be made in writing to Laura J. Paffenroth, Assistant County Counsel, Office of County Counsel, Courthouse - 6th Floor, 520 Market Street, Camden, New Jersey 08102 856-225-5543. laura.paffenroth@camdencounty.com. **All questions must be sent by email no later than Thursday January 23, 2025, at Noon. Questions received after this date and time will not be addressed.**

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this Request for Proposals shall be provided to all firms who have received this Request for Proposals.

4.4 ACCEPTANCE OF OFFER

The signed proposal shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted upon execution of a signed contract.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the County with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the County and rated appropriately through A.M. Best. Firms must give the County thirty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Proposals and provide proof of same by supplying a certificate of insurance naming the County as additional insured with the signed contract. The notice to proceed and/or purchase order will not be issued by the County until the certificate of insurance is provided with the signed contract.

5.1 PROFESSIONAL LIABILITY

Lawyers' professional liability insurance in an amount adequate to cover all services detailed herein.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage.

5.4 AUTO LIABILITY

\$100,000.00 per occurrence. \$300,000.00 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Camden and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

- 7.1** Camden County will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be on completeness and clarity of content.
- 7.2** The contents of the proposal submitted by the successful firm(s) and this Request for Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the County of Camden.
- 7.3** Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.
- 7.4** The County of Camden reserves the right to reject all proposals received as provided by law.
- 7.5** Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the Camden County Administrator.
- 7.6** The selected firm(s) shall be required to comply with the requirements of the Americans with Disabilities Act (see attached language and with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of

employee information report approval. This requirement will be addressed upon execution of the agreement.

- 7.7** All responses to this Request for Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.
- 7.8** Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.
- 7.9** Contracts awarded pursuant to this Request for Proposals may be amended to provide for additional work within the scope of activities of the original contract, the need for which may arise or become apparent after the original contract award, and not for the purpose of undertaking new or different work or projects. Any contract amendment for such additional work must be approved by resolution of the Board of Commissioners.
- 7.10** The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is the County of Camden, the County Board of Commissioners, the County Prosecutor, the County Sheriff, any County Row Officer, any County Authority or Agencies and the Boards thereof, or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the County, shall constitute a conflict of interest or shall have the appearance of impropriety.
- 7.11** All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.27, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) more than \$50,000 from public entities, including Camden County. It is the Firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.
- 7.12** All Firms are advised that vendors and contracting units shall comply with the State Contractor Business Registration requirement ("BRC"). Firms may file a BRC with the County prior to award of contracts if not filed with the RFP. ALL FIRMS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR PROPOSAL (See also Part II, Section I, herein).

7.13 APPROVAL AND CERTIFICATION OF BILLING STATEMENT:

Authorization for payment of periodic billing, final payments or retainage monies require approval and certification by formal resolution of the Camden County Board of Commissioners. Pursuant to N.J.S.A. 40A:11-19.1, unless otherwise provided for in the contract, the required payment date shall be 60 calendar days from the receipt of a properly executed invoice, or 60 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered. Interest on amounts due shall be paid for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest shall be paid at the rate specified by the State Treasurer for State late payments.

7.14 N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS:

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) Vendors shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

7.15 AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE

Where applicable, pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

8.1 Proven record of experience in providing the services detailed herein.

8.2 Ability to provide services in a timely manner.

8.3 Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).

- 8.4 Location of office and availability of personnel.
- 8.5 Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.
- 8.6 Cost of services (i.e. price proposal).

9.0 TERM & TERMINATION

Term of agreement shall be one year commencing March 1, 2025 to February 28, 2026.

The County may terminate the agreement for any reason upon thirty (30) days' written notice to the firm. In this event, the County shall only be responsible for payment up to the effective date of termination.

PART II PROPOSAL REQUIREMENTS

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. Schedule of Allowable/Unallowable Expenses for certain services
- K(2) Disclosure of Investment Activities in Iran and Certification of non-involvement in prohibited activities in Russia or Belarus - **must complete, sign, and return both forms prior to award of Contract**

All sections are to be addressed and specifically referenced.
The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The County of Camden is requesting the following Special Counsel Services:

Environmental law firm with significant experience representing government clients. Require experience with complex litigation matters in New Jersey and Federal courts with emphasis on Clean Water Rule and recovering costs for clean-up of contaminated property and bodies of water. The selected firm will work under the direction of the County Counsel and provide legal services as assigned, including consulting with the County regarding environmental, regulatory, investigatory and compliance matters in addition to potential litigation.

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the County and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the County.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
6. Provide your firm's insurance coverage as set forth in Part I, Section 5 of this RFP.
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should address areas as outlined:

1. OFFICE LOCATIONS

- a. For your firm's facilities which are located closest to Camden County, New Jersey, provide:
 1. The location.
 2. Firm personnel assigned to this location.
 3. The activities of the firm performed at this location.
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for Camden County.

SECTION E - FEES

This section should address:

1. The proposed hourly rate for the services to be provided.
2. Any fees for non-hourly costs or services which would be chargeable to the County.

Note: The County reserves the right to negotiate fees with any or all vendors meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the County's Request for Proposals policy.

SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT

1. The Office of County Counsel will supply the form of contract which will incorporate the terms and conditions of the within document and the successful proposer's proposal, fees, and costs. The proposer may not vary

the material terms of this document or include its own version of the contract with its proposal.

2. Contracts awarded pursuant to this Request for Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Board of Commissioners.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your firm.

VENDORS ARE REQUIRED TO USE THE COUNTY'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS RFP. FAILURE TO USE THE COUNTY FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE COUNTY FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE COUNTY PDF TO A WORD DOCUMENT, SHALL BE CAUSE FOR REJECTION OF VENDOR'S PROPOSAL

Important Note: Please complete the following sections and return them with your response to this Request For Proposals.

SECTION H - MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise (MBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the Camden County Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business Enterprise (WBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

___ **Minority Business Enterprise (MBE)**

___ **Women Business Enterprise (WBE)**

___ **Neither**

NAME OF FIRM: _____

ADDRESS: _____

DATE: _____

SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Pursuant to N.J.S.A. 52:32-44, Camden County is prohibited from entering a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another contracting document is awarded or authorized.

During contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

The County strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's.

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

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

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)


TRADE NAME: **CLIENT REGISTRATION**

SEQUENCE NUMBER: **0107330**

ISSUANCE DATE: **07/14/04**

John S. Tully
Acting Director

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

 **STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal

Employment Opportunity Compliance for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

**SECTION J – Not applicable to this RFP
Camden County**

Exhibit of Allowable & Unallowable expenses

Camden County follows OMB Circular A-122 for determining allowable and unallowable costs. Certain allowable costs covered under OMB A-122 are allowable with conditions as specified below. All Costs deemed unallowable in OMB A-122 are unallowable by the County.

The Following is an example of allowable and unallowable costs.

Item of Costs	Allowable	Unallowable	With Conditions
Advertising	x		
Alcoholic Beverages		x	
Bad Debts		x	
Banking Fees	x		Note 1
Car Allowance		x	
Communications	x		Note 2
Donations		x	
Employee Morale	x		Note 3
Entertainment Costs		x	
Fines/Penalties		x	
Good or Services for personal use		x	
Meetings & Conferences (In House)	x		Note 4
Membership	x		Note 5
Participant Incentives	x		Note 6
Participant support costs.	x		Note 7
Staff Meals		x	
Taxes	x		Note 8
Transportation	x		
Travel	x		Note 9

Note 1 – The following banking fees are not allowable: ATM usage fees, late charges, overage fees.

Note 2 - Proper documentation must be kept determining program usage.

Note 3 - Example of employee morale is in house publications, health clinics & recreational activities. Costs are allowable if incurred with established practice, reasonable, equitably distributed to all activities and offset by income earned.

Note 4 – Cost associated with meetings and conferences hosted by the Sub recipient are allowable on the following condition: Costs for meals must receive pre-approval as well as facility costs. Attendance of out-of-state conferences must have pre-approval.

Note 5 – Business Memberships and subscriptions are allowable. Costs of membership in any country club, social or dining club or organization are unallowable.

Note 6 – An example of participant incentives would include gift cards or lunches/dinner for positive behavior or reaching program goals. Participant incentives are allowable if the agency has set policy and procedures identifying the reward system which must be pre-approved by the county. Please refer to the county's gift card policy attached to and made a part hereof.

Note 7 – These costs include stipends or subsistence allowances, travel allowances and registrations fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects and are allowable as direct costs with the prior approval of the awarding agency. Costs associated with participant support require proper documentation detailing the participants along with itemized receipts.

Note 8 - Taxes from which exemptions are available are unallowable for example sales tax for nonprofit organizations.

Note 9 – Local travel will be reimbursed at the agency mileage rate not to exceed the federal mileage rate. Out-of-state travel costs must be pre-approved by the granting agency. Lodging, meals, and incidental costs must not exceed the rates outlined in the Federal Per Diem guidelines.

Camden County **Gift Card Policy & Procedure-Not applicable to this RFP**

1. Purchase gift cards as needed.
2. Maintain a log which includes date purchased, type of gift card (store/visa), amount, bar code ID number, issued to, issued by.
3. Receipt of gift card signature form which will include – Participants name, reason for giving gift card, date received, type of gift card, amount, the bar code number, signature and print of received by and issued by.
4. Copy front/back of gift card.
5. Attach a copy of the gift card to the receipt.
6. Maintain original and send copies with reimbursement request.
7. The costs of service or activation fee for gift cards is unallowable.

SECTION K Disclosure of Investment Activities in Iran

Person or Entity:	
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Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who 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:

<input type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
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OR

<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
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Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Contracting Unit is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with the County for the provision of goods or services, or the purchase of bonds or other obligations, or be designated as a redeveloper, 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 County 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:

(Circle the Appropriate Letter)

- 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
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Print Name & Title of Vendor’s Authorized Representative	Email
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Vendor’s Name, Address (City/State/Zip Code) & Phone Number

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).