

GREEN BROOK FLOOD COMMISSION

REQUEST FOR PROPOSALS (RFP)

FOR
**CONSULTING ENGINEERING SERVICES
FOR CALENDAR YEAR 2020**

August 17, 2019

Prepared by:

**GREEN BROOK FLOOD COMMISSION
111 GREENBROOK ROAD
GREEN BROOK, NJ 08812-2501**

Table of Contents

I.	Purpose and Scope of Work	3
II.	Definitions in RFP Document	3
III.	Consulting Activities	3
IV.	Liaison Activities	4
V.	Procurement Terms and Conditions	4
VI.	Proposal Delivery and Deadline	6
VII.	Evaluation Criteria	7
VIII.	Selection and Contract Award Process	8
IX.	Exhibit A: Affirmative Action Documentation	9
X.	Exhibit B: Intentionally Blank	11
XI.	Exhibit C: With Disabilities Act Mandatory Language	12
XII.	Exhibit D: Stockholder Disclosure Certificate	13
XIII.	Exhibit E: Non-Collusion Affidavit	14
XIV.	Exhibit F New Jersey Business Registration Requirements	15
XV.	Exhibit G: Drug Free Workplace Certification	16
XVI.	Exhibit H: Certification Regarding Lobbying	19
XVII.	Attachment A: Consultant Contract General Terms and Condition	20

I. Purpose and Scope of Work

The Green Brook Flood Control Commission is requesting proposals from Engineering Consultants and/or Firms to provide necessary consulting services as required by the Commission. The selected consultant must be capable and demonstrate experience in administering all aspects described on the following pages.

II. Definitions in RFP Document

Addenda - Addenda are written or graphic instructions issued by the Green Brook Flood Control Commission that modify or interpret this RFP by additions, deletions, clarifications or corrections.

Retainer – Consulting services and associated engineering work, to include but not limited to travel to and from the work site and/or required meetings of the Green Brook Flood Control Commission and the Green Brook Flood Control Construction Meetings.

All Inclusive Hourly Rate - All direct and indirect costs including, but not limited to: overhead, fee or profit, equipment, materials, supplies, managerial support, all documents, forms and reproductions thereof, and clerical services.

Green Brook Flood Commission – The appointed members of the Green Brook Flood Control Commission and its Executive Committee.

Contractor - The Provider awarded the contract to perform the tasks required by the RFP, as detailed in its successful proposal.

Consultants - A person, partnership, firm corporation or joint venture submitting a proposal in response to this RFP.

III. Consulting Activities

The requirements are expected to include, but may not be limited to:

(a.) Administering and providing technical advice and assistance in connection with the operations of the United States Army Corps of Engineers, Green Brook Flood Control Project;

(b.) Provision for periodic inspection of construction work and monitoring of program requirements, control and documentation of contract change orders, scheduling and completion of the final inspection;

(c.) Preparation of reports indicating project activities during the most recent month for presentation and discussion at the Green Brook Flood Control Commission meeting.

IV. Liaison Activities

The selected Consultant will be expected to maintain communication with the Green Brook Flood Commission and attend meetings as required with the Green Brook Flood Commission, the United States Army Corps of Engineers and Project Construction Meetings. Communication is meant to include but is not limited to the following equipment to be owned and operated by the consultant: A computer capable of supporting the necessary engineering programs applicable to this project and to include E-mail accessibility to the consultant by the members of the Green Brook Flood Control Commission, a Cell Phone and a Business Phone with answering equipment, a fax machine.

Current responsibilities include attendance at one monthly evening meeting of the Green Brook Flood Control Commission and one monthly daytime Project Coordination Meeting. The location of the Commission meeting shall take place at varying locations within the member municipalities, as determined by the Commission prior to the meeting's commencement. Project Coordination meeting presently take place on-site twice quarterly, with the third quarterly meeting taking place at the Offices of the United States Corp of Engineers, located in New York. This schedule may be changed from time to time as required by the Commission.

V. Proposal Format & Content

Response to the proposal should be a single document containing the following sections:

(a.) Signed Cover Letter

A cover letter identifying the document as a "Proposal to Provide Consulting Engineering Services for the Green Brook Flood Control Commission in response to RFP dated August 17, 2019 and signed by the owner or chief executive officer of the firm. Unsigned proposals cannot be accepted, since they have no binding effect on the Consulting Services Applicant.

(b.) Technical Proposal

A narrative describing the applicants' approach and plans for accomplishing tasks outlined in the Scope of Work in sufficient detail to permit the Green Brook Flood Control Committee to evaluate them fairly and with a minimum of possible misinterpretation. The applicant should describe the effort and skills necessary to complete the tasks, identify the individuals who shall be assigned primary responsibility, and indicate how much time would be available for these tasks, given other commitments the firm has or anticipates.

The narrative shall also include:

- (i.)** A summary of the problems, if any, which the Consultant might reasonably expect to encounter in providing the required services, and the proposed approach to resolving those anticipated problems.
- (ii.)** A description of how the Consultant intends to operate with respect to project management, coordination and liaison with the Green Brook Flood Control Commission.

(iii.) Information about any subcontractor(s) the Consultant plans to engage including information about the services to be performed.

(iv.) A description of project support scheduling anticipated

(c.) **Qualifications and Experience**

This section shall provide pertinent information about the Consulting organization, personnel and experience that substantiate its qualifications and capabilities to perform the services required in this RFP. All proposals must contain:

(i.) A narrative on the Consultant's qualifications relating to Engineering, Flood Control, Storm Water Management, Hydrology, Hydraulics, Wetlands and Permitting, and Project Administration. Listing of applicable degrees or licenses. Degree(s) in Civil and/or Hydraulic Engineering preferable.

(ii.) A listing of current and recent clients for which consultant services (since 2000) similar to those required by this RFP are or have been provided by the Consultant. Duration of service and the name and telephone number of the person reported to must be provided for each client listed; and

(iii.) A detailed resume for each individual that would be providing services, listing education, training, and quantified experience. Each individual shall be identified as full-time, part-time, or subcontracted employee.

(iv.) Evidence that the applicant is a valid entity, describing the type of entity (partnership, corporation, etc.) and documentation the entity is in good standing with the Secretary of State or other cognizant agency, as applicable.

(v.) Completed a New Jersey Affirmative Action Questionnaire form Exhibit A.

(vi.) Valid New Jersey Business Registration Certificate

(d.) **Proposed Rates**

The Green Brook Flood Control Commission proposes a payment schedule wherein a retainer is provided for attendance at Commission and Construction Meetings, there is no provision for start up, operational or other costs. The Applicants proposal shall include the expected hourly fee for other engineering consulting services as may be required by the Commission. Applicant must demonstrate capacity to provide services that are necessary to administer the program in accordance with the terms of this RFP.

In addition, the Commission requires a listing of Proposed all-inclusive hourly rates for each individual and/or proposed subcontractor, and a proposed all-inclusive hourly rate for Administrative/Clerical work, must be provided on a Proposed Rates Form using the following format:

Labor Category	All Inclusive Individual Hourly Rate
-------------------	---

All-inclusive Hourly Rate for all individuals in the same Labor Category should be the same. Sample Category titles Engineering Services and Clerical Services.

These rates will only be used to determine reimbursement for costs outside the scope of Engineering Consulting Services.

VI. Proposal Delivery and Deadline

To be considered for selection, an original and one copy of a complete signed proposal must arrive at the address below by the prevailing date and time of:

Wednesday, November 26, 2019 at 2:00 p.m.

Proposals may be mailed or hand delivered as follows:

Mailing or Hand Delivery Address:

Green Brook Flood Control Commission
c/o The Office of the Chief Financial Officer
Township of Green Brook
111 Greenbrook Road
Green Brook, NJ 08812-2501

Those mailing proposals should allow for normal mail delivery time to ensure timely receipt by the Green Brook Flood Control Commission.

(a.) Questions and Inquiries

The Green Brook Flood Control Commission will accept questions and inquiries from all potential Consultants who have received this RFP. Questions should be submitted in writing by mail to the delivery address listed above or by fax to (732) 968-4088, Attn: CFO

Short inquiries can be accepted by telephone (732) 968-1023 x 6604, but oral explanation or instructions given over the telephone before the award of contract shall not be binding. Any significant clarification or change to this RFP resulting from a question or inquiry will be finalized in an addendum that will be mailed to all potential consultants who have requested the RFP.

(b.) Cost Liability

The Green Brook Flood Control Commission assumes no responsibility and no liability for costs incurred by the consultant prior to issuance of any agreement, contract or purchase order.

(c.) Contents of Proposal

The contents of the proposal accepted by the Green Brook Flood Control Commission will be the basis of any contract(s) awarded as a result of this RFP.

(d.) Oral Presentation

Consultants who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Green Brook Flood Control Commission. The purposes of such presentations are to provide an opportunity for the consultant to clarify the proposal and to verify the credentials of proposed staff. The Green Brook Flood Control Commission will schedule the time and location of any such presentations. No comments regarding other consultants or proposals will be permitted, and consultants may not attend presentations by their competitors. Consultants should not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal.

(e.) Obtaining Essential Information

The Green Brook Flood Control Commission reserves the right to obtain any information it sees fit to determine the ability of a consultant to supply the level of service the Commission has the right to expect from the contractor. The Green Brook Flood Control Commission may contact or visit organizations presently serviced by the Consultant prior to making any contract award. The Green Brook Flood Control Commission reserves the right to request a consultant to explain in detail information submitted in a proposal.

(f.) Anti-Collusion Clause

The consultant, by submitting a signed proposal does hereby warrant and represent that it has not been solicited, secured or prepared, directly or indirectly, in any manner contrary to any law of the State of New Jersey or the United States of America, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of any contract awarded as a result of this RFP by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any member of the Green Brook Flood Control Commission

VII. Evaluation Criteria

All complete proposals received will be evaluated based on the following criteria listed in order of importance:

(a.) Total projected costs;

(b.) The general experience of the firm and/or proposed staff in Flood Control and associated activities including the qualifications, experience and availability of the individuals proposed for

primary responsibility for major tasks;

(c.) Accessibility to potential and selected applicants and contractors;

(d.) The qualifications, experience and availability of the individuals proposed for administrative/clerical responsibility for major tasks.

VIII. Selection and Contract Award Process

The Green Brook Flood Control Commission will evaluate proposals. The proposal that is most advantageous to the Commission will be selected under the “Fair and Open” process.

The Green Brook Flood Control Commission will then negotiate terms, rates, and total compensation amounts with the selected consultant. Should such negotiations prove unsuccessful, the Commission may then negotiate with the consultant of the proposal selected as next most advantageous to the Commission, price and other factors being considered, or another RFP may be issued.

Upon completion of proposal evaluation and any negotiation required, The Green Brook Flood Control Commission will award a Professional Services Agreement for this work.

The Commission expects to award a contract based on this RFP during December 2019, but reserves the right to reject all proposals and award no contract based on it.

(REVISED 4/10)

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
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 employment goals established in accordance with N.J.A.C. 17:27- 5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a Photostat copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a Photostat copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

COMPANY

SIGNATURE

TITLE

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

EXHIBIT B

(intentionally blank)

EXHIBIT C
AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the COMMISSION 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COMMISSION pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COMMISSION, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COMMISSION, 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 COMMISSION 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 COMMISSION 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 COMMISSION or its representatives.

It is expressly agreed and understood that any approval by the COMMISSION 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 COMMISSION pursuant to this paragraph.

It is further agreed and understood that the COMMISSION 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.

EXHIBIT D
STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)
SEE GENERAL INSTRUCTIONS #12 FOR DETAIL

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check which business entity applies:

- Limited Partnership Subchapter S Corporation Limited Liability Corporation
- Partnership Corporation Sole Proprietorship
- Limited Liability Partnership Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

/			
Street Address	City	State	Zip
/			
Telephone #	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
------	---------

Name	Address
------	---------

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____

Printed Name & Title _____

R 11/02

EXHIBIT E

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

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

I am _____ of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder 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 GREENBROOK FLOOD CONTROL COMMISSION 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 _____

(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____

My Commission expires _____.

EXHIBIT F

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT G

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the contractor is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For contractor s other than individuals, Alternate I applies. (This is the information to which jurisdictions certify).
4. For contractor s that are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for contractor s other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the contractor must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the contractor 's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the contractor shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here; The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractor s' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a contractor directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the contractor 's payroll. This definition does not include workers not on the payroll of the contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the contractor 's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Drug Free Workplace -- The Subgrantee or Contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Signature/Authorized Official

Date

Title

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

The Undersigned certifies, to the best of his/her knowledge and belief, 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 any 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 subcontract, 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 section 1352, title 31, US Code. 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.

Typed or Printed Name of Authorized Rep.

Title

Signature of Authorized Rep.

Date

ATTACHMENT A

GREEN BROOK FLOOD CONTROL COMMISSION CONTRACT GENERAL TERMS AND CONDITIONS: CONSULTANT CONTRACTS

1. COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

- A. If the Consultant materially fails to comply with any term or provision of this Agreement, or if the Consultant breaches any term or provision of this Agreement, the Green Brook Flood Control Commission may take one or more of the following actions:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the Consultant;
 - (2) Disallow all or part of the cost of the activity or action not in compliance;
 - (3) Wholly or in partially suspend or terminate the Agreement;
 - (4) Take such other remedies as may be legally available to the Green Brook Flood Control Commission under the laws of the State of New Jersey.

Costs incurred by the Consultant during suspension or after termination are not allowable unless expressly authorized by the Green Brook Flood Control Commission in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Consultant before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were not suspended or terminated.

- B. This Agreement may be terminated by either party upon 30 days written notice. In the event this Agreement is terminated prior to completion of the project, the Green Brook Flood Control Commission shall only be responsible for payment for the actual services performed.
- C. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Consultant agrees to cooperate fully in accounting for payments received under the contract and agrees to file and submit all such necessary final reports and data as may be required by the Green Brook Flood Control Commission

2. INSURANCE AND HOLD HARMLESS REQUIREMENTS

The Consultant shall provide the Green Brook Flood Control Commission with a Certification of Insurance documenting at least \$1,000,000.00 in Liability Coverage. The Commission shall be named as an additional insured under said policy of insurance, which shall be so noted, on the Certificate of Insurance provided to the Commission. In addition, the Consultant agrees to

indemnify and hold harmless the Commission, its agents, servants, and employees from any and all liability of whatever nature arising out of the service performed by the consultant and/or the work performed under this Agreement.

3. LIMITED WARRANTY BY CONSULTANT

The Consultant shall render services under this Agreement in accordance with generally accepted professional practices. The consultant shall not, however, be responsible for delays caused by employees and/or agents, provided that the Consultant gives timely notice to the Commission of any such events.

4. DAMAGES

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of god, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent, or in the event the Green Brook Flood Control Commission is unable to obtain funding for the program for which this contract pertains, or in the event the source of funding is curtailed by any act of any governmental body, including the Federal Government, the State of New Jersey or the Board of Chosen Freeholders of Somerset, Union or Middlesex Counties. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action of injunction or other such agreement, this Agreement shall become voidable by the Green Brook Flood Control Commission by notice to each party.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Green Brook Flood Control Commission for damages sustained by the Commission by virtue of any breach of contract by the Consultant, and the Commission may withhold any payment to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Commission from the Consultant is determined.

5. DATA CONFIDENTIALITY

The Consultant will be required to use reasonable care to protect the confidentiality of any data contained in source documents supplied by the Commission and clearly marked confidential. Any sale, offering or unauthorized use of such data in any form by the Consultant, its employees or assignees will be considered a violation of this Agreement.

6. OWNERSHIP OF MATERIAL

Ownership of all data, material, proposals, manuals, training sessions, and documentation (including work papers) originated and prepared for the Green Brook Flood Control Commission pursuant to this contract shall belong exclusively to the Federal government of the United States of America, with full use privileges reserved to the State of New Jersey and the Counties of Somerset, Union and Middlesex.

7. ASSIGNABILITY

The Consultant shall not assign any interest in this contract; and shall not transfer any interest in the same (whether by assignment or invitation) without the prior written approval of the Commission; provided, however, that claims for money due or to become due from the Consultant from the Commission under this Contract may be assigned to a bank, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

8. RECORDS ACCESS & RETENTION

The Government of the United States of America, The United States Army Corps of Engineers, the State of New Jersey, the Counties of Somerset, Union and Middlesex, and the Green Brook Flood Control Commission, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for five (5) years after the Commission makes final payment and all other pending matters are closed.

9. EQUAL EMPLOYMENT OPPORTUNITY

In compliance with Federal Executive Orders 11246 and 11375, applicable Federal regulations, and New Jersey State laws, in carrying out this Agreement the Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, liability for military service, or mental or physical disability, subject only to conditions and limitation applicable alike to all persons. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, liability for military service, or mental or physical disability subject only to conditions and limitations applicable alike to all persons. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and setting of working conditions.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement.

The consultant agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work

covered by this Agreement.

11. REPORTING REQUIREMENTS

The Consultant shall report on work performed under this contract in accordance with the requirements included in the contract under Section III. "Compensation and Method of Payment."

12. ENERGY POLICY & CONSERVATION ACT

The Consultant will comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservations Act (Public Law 94-163).

13. REMEDIES

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Commission and Consultant arising out of or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of New Jersey.

14. DRUG-FREE WORKPLACE

The Consultant will complete and return to the CD Office, the Drug Free Workplace Certification in compliance with the Drug-Free Workplace Act. A copy of this certification is enclosed.

15. LOBBYING

The Consultant will complete and return to the CD Office the Certification Regarding Lobbying. A copy of this certification is enclosed.