

**GREEN BROOK FLOOD COMMISSION**

**REQUEST FOR PROPOSALS (RFP)**

*FOR*

**CONSULTING SERVICES  
FEDERAL GOVERNMENT  
RELATIONS FIRM  
FOR CALENDAR YEAR 2021**

October 7, 2020

*Prepared by:*

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

## **Disclaimer**

This RFP is being solicited by and for the benefit of the Green Brook Flood Control Commission. Mail and hand delivered receipt of bids shall occur at the offices of the Township of Green Brook, a member community of the Commission.

The commission reserves all rights with regards to the requirements set forth in the RFP, and any award of contract shall be the sole responsibility and at the sole discretion of the Commission. The Township of Green Brook shall have no rights or responsibilities under this RFP.

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## **I. Purpose and Scope of Work**

The Green Brook Flood Control Commission is requesting proposals from a Government Relations Firm 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 which modify or interpret this RFP by additions, deletions, clarifications or corrections.

**Retainer** – Consulting services, 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 necessary government leaders.

**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:

Administering and providing governmental consulting services and liaison assistance in connection with the United States Army Corps of Engineers, Green Brook Flood Control Project.

Assistance in contacting and meeting with the appropriate Federal Officials, both elected and agency or departmental, who have input in this project.

Assistance in preparing documents and presentation materials concerning the project and its needs.

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

## **IV. Liaison Activities**

The selected Consultant will be expected to maintain communication with the Green Brook Flood Committee and attend meetings as required with the Commission, appropriate governmental officials and committees, the United States Army Corps of Engineers and any other individuals or agencies deemed necessary.

## **V. Procurement Terms and Conditions**

### **1. 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 Government Relations Consulting Services for the Green Brook Flood Control Commission in response to RFP dated October 7, 2020, 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 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:

1. A summary of the qualifications and experience of proposed staff to be assigned to this project.
2. A demonstrated experience and in-depth knowledge working with Congress, especially the New Jersey Congressional Delegation and relevant committees with jurisdiction over water infrastructure projects and appropriations, as well as relevant Executive Branch agencies including the U.S. Army Corps of Engineering, the Environmental Protection Agency and other.
3. An demonstrated experience and in-depth knowledge working with the State of New Jersey and appropriate State agencies, such as the New Jersey State Department of Environmental Protection and other relevant agencies or officials.
4. Information about any subcontractor(s) the Consultant may plan to engage including information about the services to be performed.

## (2) 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:

- a. A narrative describing in detail the Consultant's qualifications and experience, including relevant contracts related to Water Infrastructure Projects in New Jersey, during the last five (5) years, management structure and proposed staffing and other supporting documentation demonstrating its ability to perform this work.
- b. A listing and references from five (5) recent and/or current 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
- c. Description of the deliverable activities, timetable and key benchmarks.
- d. 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.
- e. Completed a New Jersey Affirmative Action Questionnaire form Exhibit A.

## (3) Proposed Rates

Describe in detail all compensation expected to be received from the Commission for the performance of the work and any other cost factors relevant to the proposal. Provide information on project expenses that would be assumed by the firm and those assumed by the Commission or both components.

## VI. Proposal Delivery and Deadline

To be considered for selection, an original and one copy of a complete signed proposal must arrive at the Green Brook Flood Commission **by 2:00 p.m., on Wednesday, November 25, 2020.**

**Mailing Address:** The Green Brook Municipal Building  
111 Green Brook Road  
Green Brook, N.J. 08812  
Attn: Raymond Murray, CMFO

**Hand Delivery:** Same as Above

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

**1. Questions and Inquiries**

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

Short inquiries can be accepted by telephone at (732)-968-1023, Ext 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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:

- (1) Total projected costs.
- (2) The general experience of the firm and/or proposed staff in Flood Control and/or Water Projects and associated activities including the qualifications, experience and availability of the individuals proposed for primary responsibility for major tasks;
- (3) Accessibility to potential and selected applicants and contractors.
- (4) 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 2020, but reserves the right to reject all proposals and award no contract based on it.**

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

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

**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. §12101 *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 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)

**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 Green Brook 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  
October 20, 2004**

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
  - \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; 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)

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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 Nonprocurement 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 CERTIFICATION (continued)**

**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

## 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 conversation 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.