



REQUEST FOR PROPOSAL

FOR

DATABASE CONSULTING SERVICES

SUBMISSION DUE: TUESDAY, OCTOBER 25, 2022 AT 11:00 AM

NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

FAX:

EMAIL:

Notice is hereby given that the Burlington County Bridge Commission ("Commission") is requesting the submission of proposals ("Proposal") from Firms ("Firm") to provide the Commission with database development consulting services, including the areas primarily consisting of network, hardware and software support services and enhancement of EZ-Pass and the Commission's electronic toll collection system.

Interested Firms may obtain the Request for Proposals ("RFP") for these services by going to the Commission web site at www.bcbridges.org. It is the responsibility of prospective respondents to check the Commission's website for any addenda issued prior to the proposal opening. Failure to do so can result in the rejection of your submission.

This RFP is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Nothing herein is intended to exclude any responsible Firm or in any way restrain or restrict competition. All responsible Firms are encouraged to submit Proposals.

All Firms will be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) Affirmative Action, P.L. 1977, c. 33 (N.J.A.C. 52:25-24.2) Statement of Ownership, and P.L. 2004, c. 57 and P.L. 2009, c.315 as amended (N.J.S.A. 52:32-44) New Jersey Business Registration.

Proposals must be received by the Commission receptionist during regular Commission business hours no later than Tuesday, October 25, 2022 at 11:00 AM, prevailing time, addressed to the Burlington County Bridge Commission, 1300 Route 73 North, PO Box 6, Palmyra, NJ 08065-1090, ATTN: Purchasing Agent. All Proposals must be enclosed in sealed envelopes and must bear the name and address of the Firm submitting and "Request for Proposals for Database Development Consulting Services" on the outside, including on the outside of any delivery service envelope. Regular Commission business hours are Monday through Friday, 8:30 AM to 4:30 PM subject to Commission Holidays.

Facsimile and late proposals will not be accepted. Late proposals will be returned unopened to the Firm. The Commission reserves the right to reject any and all proposals, to waive any requirement of the RFP, to modify or amend (with the consent of the Firm) the proposal, and to affect any agreement deemed to be in the best interest of the Commission. All proposals become the sole property of the Commission.

The preparation of the proposal shall be at the expense of the Firm. The Commission will not reimburse any Firm for any costs associated with the preparation or submittal of any proposal. It is the responsibility of the Firm to fully examine the RFP and to respond accordingly.

PROPOSAL REQUIREMENTS

Submit one (1) original paper copy, clearly marked as the "ORIGINAL" and three (3) paper copies along with a copy in an electronic format on CD-R.

1. Technical Proposal

- a. An executive summary of not more than three (3) pages identifying and substantiating why the Firm is best qualified to provide the requested services.
- b. Contact Information: Provide the name and address of the Firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- c. Narrative discussing the understanding of the services to be provided and the approach to providing those services. Narrative not to exceed ten (10) single-sided pages.

2. Relative Experience

- a. Provide descriptions for no more than five (5) similar projects performed during the past five (5) years including both previously completed as well as currently active projects which are deemed to be relevant to the services being procured with this proposal.
- b. Describe past performance for these particular projects with respect to cost control, work quality, and ability to meet schedules. The Firm must clearly demonstrate an ability to analyze available data to make decisions and develop plans to complete the services in a timely and cost-effective manner.
- c. Provide resumes of key personnel who will be assigned to this contract. Furnish relevant experience including dates of assignments and professional qualifications as appropriate.
- d. Provide a project organization chart identifying key personnel. Identify the person who would be the Firm's officer responsible for all services required under this contract.
- e. Identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this contract.
- f. The proposal forms as stated in the Proposal Checklist must be completed and included with the Firm's response.

3. Compensation Proposal

- a. The Firm will provide a schedule of hourly billing rates for a range of personnel. Rates shall not exceed \$200 per hour.
- b. Invoices will be submitted on a monthly basis. Invoices will be required to include a narrative identifying the services provided as well as a detailed accounting of the fees charged, including but not limited to, employee name, hours worked and hourly rate of pay.

4. Basis of Award

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Proposals are evaluated by the Commission on the basis of the most advantageous proposal, price and other factors considered. The evaluation will consider:

- a. The Firm's experience and reputation in the field including the Firm's documented experience in successfully completing contracts of a similar size and scope to the services addressed by this RFP.
- b. The qualifications, including license and experience of the Firm's management, supervisory or other key personnel assigned to the contract with emphasis on documented experience in successfully completing work on contracts of a similar size and scope to the services required by this RFP.
- c. The overall ability of the Firm to mobilize, undertake and successfully complete the services within the timeline. These criteria will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the Firm to perform the services required by this RFP; the availability and commitment to complete assigned tasks in a timely manner; the Firm's contract management plan, including the Firm's contract organizational chart.
- d. Cost proposal.
- e. The Firm's knowledge of New Jersey public entity statutes, rules and regulations as they apply to the Commission.
- f. Other factors if demonstrated to be in the best interest of the Commission.

5. Selection Criteria and Contract

The Commission will select the Firm deemed most advantageous using the criteria in Section 4 in accordance with price and other factors considered.

The Commission reserves the right to reject proposals in accordance with the N.J.S.A. 40A:11 et. seq.

An evaluation team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the evaluation criteria. The Firms whose proposals are determined to have a reasonable likelihood of being selected may be invited to present an oral presentation.

Proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

The successful Firm will be notified of the award of contract upon a favorable decision by the Commission.

6. Statutory and Other Requirements

Any contract entered into between the Firm and the Commission must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Firm must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Firm shall sign and acknowledge such forms and certificates as may be required.

- a. Prior to award, the Firm must provide a copy of the Firm's New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 and P.L. 2009, c.315 as amended (N.J.S.A. 52:32-44).
- b. Prior to award, the Firm must provide a list of all owners or major stockholders who have a ten (10) percent or more interest in the company as required by P.L. 1977, c.33 (N.J.A.C. 52:25-24.2). The Firm shall complete and submit the form that is included in this RFP.
- c. No Firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, c. 127 as identified in the documents attached hereto. The form shall be properly executed.
- d. Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Firms are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Firm is obligated to comply with the Act and hold the Commission harmless.

- e. The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.
- f. The Firm shall maintain sufficient insurance to protect against all claims under Professional Liability, Workers Compensation, General Liability and Automobile Insurance and certificates of such insurance shall be provided.
- g. Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- h. C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The firm shall properly execute and submit the "Disclosure of Investment Activities in Iran" form with the RFP response.

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Business Registration Certificate _____
(Provide prior to contract award)

Acknowledgement of Receipt of Addenda _____
(Provide Acknowledgement with proposal if Addenda are issued)

Non-Collusion Affidavit _____
(Provide with proposal)

Stockholder Disclosure _____
(Mandatory Submittal with proposal or proposal shall be rejected)

Complete the Affirmative Action Statement and _____
Read Mandatory Equal Employment Opportunity Language

Awarded Contractor must submit the Employee _____
Information Certificate prior to award of contract

Read Americans with Disabilities Act _____
Mandatory Language

Iran Certification _____
(Provide with proposal)

Signed Insurance and Indemnification Certification _____
(Must be completed and submitted)

Qualification Statement Including the Following: _____

1. Contact Information
2. A detailed fee proposal
3. An executive summary of not more than three (3) pages
4. A staffing plan
5. A description of the vendor's experience in performing services
6. References including the contact names, titles and phone numbers
7. Any existing or potential conflicts of interest identified

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:25
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Commission and Division of Public Contracts Equal Employment Opportunity Compliance. Each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA Program? Yes[] No[]
If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?
Yes[] No[]
If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website www.state.nj.us/treasury/contract_compliance. The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Commission. The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Firm Name: _____

By: _____
(Signature)

Printed Name & Title: _____

Date: _____

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Burlington County Bridge Commission (hereafter "Commission") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 Commission 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 an 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 uncured 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 Commission, or if the Commission 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 Commission shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the 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 the 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 the Agreement or otherwise at law.

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Contractors are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall be Included with Bid Submission

Name of Business: _____

I certify that the list below contains the names and home 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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|--|--|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Limited Liability Partnership | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2____.

(Affiant)

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART I: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person 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 Division's website at <http://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 will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, the Director 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.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed 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.

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE 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 outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Burlington County Bridge Commission ("Commission") 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 contracts with the Commission to notify the Commission 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 Commission and that the Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Firm Name: _____

By: _____
(Signature)

Printed Name & Title: _____

Date: _____

NON-COLLUSION CERTIFICATION

The undersigned bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, any statements made herein are untrue the bidder may be subject to the provisions of N.J.S.A. 2C:28 - 1 through N.J.S.A. 2C:28 - 3 inclusive, and relevant sequential sections, and if applicable, 18 U.S.C. 1001, et seq.

Signature

Type or Print Name as Signed

Title

Business Name

()

Telephone Number

Dated: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

Each bidder must acknowledge the receipt of addenda if issued. Failure to acknowledge addenda shall cause your bid/proposal to be rejected. Acknowledgement of Receipt of Addenda must be included with the submitted proposal/bid.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS AND CERTIFICATION

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the Commission, the vendor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The vendor further covenants and agrees to indemnify and save harmless the Commission from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Commission regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew.

In all cases where a Certificate of Insurance is required, the Burlington County Bridge Commission is to be named as an additional insured and named as the certificate holder as follows: Burlington County Bridge Commission, 1300 Route 73 North, P.O. Box 6, Palmyra, NJ 08065. The certificate shall contain a 30 day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE

Vendor, as a material part of the consideration to be rendered to the Commission, hereby waives all claims against the Commission for damages to the goods, wares and merchandise in, upon or about said premises, and vendor will hold the Commission exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the vendor or from failure of the vendor to keep the premises in good condition and repair as herein provided.

Firm Name: _____

By: _____
(Signature)

Printed Name & Title: _____

Date: _____