

CITY OF PERTH AMBOY

REQUEST FOR PROPOSALS FOR

**PUBLIC DEFENDER SERVICES
OR
CONFLICT PUBLIC DEFENDER**

SUBMISSION DEADLINE

**10:00 AM
October 18, 2023**

ADDRESS ALL PROPOSALS TO:

**ADMINISTRATION OFFICE
PURCHASING DIVISION
CITY HALL, 260 HIGH STREET
PERTH AMBOY, NEW JERSEY 08861**

**ATTN: MARIA J. RIVERA, RPPS, QPA
PURCHASING AGENT**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

CITY OF PERTH AMBOY
260 HIGH STREET
PERTH AMBOY, NJ 08861

CONTACT PERSON

MARIA J. RIVERA, RPPS, QPA
PURCHASING AGENT
ADMINISTRATION OFFICE
(732) 826-0290 Ext. 4010

PURPOSE OF REQUEST

The City of Perth Amboy is requesting proposals from qualified individuals and firms to provide the services of Public Defender or Conflict Public Defender to the City. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

One (1) year from January 1, 2024

CONTRACT FORM

The successful proposer shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

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

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSALS FOR PUBLIC DEFENDER OR CONFLICT
PUBLIC DEFENDER SERVICES**

1. **CITY OF PERTH AMBOY FACTS AND FIGURES** – The City of Perth Amboy is a municipal government entity. The City was founded in 1683 and chartered in 1718 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City’s population is approximately 55,436 and it consists of approximately 4.7 square miles of area. The City employs approximately 412 people in about 18 departments and agencies. It owns various municipal buildings, parks and recreation facilities.

The City’s operating and utility budget is approximately \$100,000,000. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

NATURE/ SCOPE OF SERVICES – The City of Perth Amboy is requesting proposals for the services of Public Defender or Conflict Public Defender to represent indigent defendants whom have been assigned an attorney. Prepare discovery request, motions, and conduct legal research to prepare for court appearances. Attend court appearances and conference with Judges and Prosecutors on behalf of the defendant to find common ground and negotiate plea arrangements. Public Defenders will participate in trials where they will have to examine witnesses, present evidence to the Judge and make closing statements.

Duties for a Conflict Public Defender are the same.

2B:24-6 DUTIES OF MUNICIPAL PUBLIC DEFENDER

- a. It shall be the duty of the municipal public defender to represent, except in the case of temporary unavailability or conflict of interest, any defendant charged with an offense in municipal court who is an indigent municipal defendant entitled to representation pursuant to this act. All necessary services and facilities of representation, including both expert and lay investigation and testimony as well as other preparations, shall be provided in every case. The municipality shall be responsible for payment for services pursuant to this section. The factors of need and real value to a defendant may be weighed against the financial constraints of the municipality in determining the necessary services and facilities of representation. The final determination as to necessity for services required pursuant to this section shall be made by the court.
- b. A municipal public defender shall be responsible for handling all phases of the defense, including but not limited to discovery, pretrial and post-trial hearings, motions, removals to federal district court and other collateral functions reasonably related to the defense. As used in this subsection, "post-trial hearing" shall not include de novo appeals in Superior Court.
- c. Nothing in this section shall be deemed to require a municipality to pay for expert and lay investigation or testimony for a period of one year after the effective date of P.L.1997, c.256 (C.2B:24-1 et seq.).

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

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.

- B. Proposer must show experience in performing the services of Public Defender.
 - C. Must provide the education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
 - D. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This could include other municipal governments and other levels of Local Government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the Parties listed.
 - E. An affirmative action statement (copy of form attached).
 - F. A completed Non-Collusion Affidavit (copy of form attached).
 - G. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract.
 - H. A copy of the Proposer's Business Registration Certificate.
3. **COST PROPOSAL** - Proposers should submit a cost proposal per day for Public Defender or for the services of Conflict Public Defender such should be made on a per case basis.
4. **PROPOSAL EVALUATION** – The City will select the most advantageous proposal(s) and will make the award(s) in the best interest of the City.

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

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration. (However, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within the calendar year after review of the Proposals and approval of same by the City; every proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any proposer.

5. **PROPOSAL LIMITATIONS** – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFP. The City reserves the right at the City's sole discretion to refuse any proposal submitted.

6. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the proposer in connection with this RFP shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

7. **GENERAL TERMS AND CONDITIONS** –

- A. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful proposer, the City of Perth Amboy may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- D. Each proposal must be signed by the person authorized to do so.
- E. Sealed proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals **WILL NOT** be accepted by facsimile or e-mail.
- F. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- G. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- H. No proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I. No proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- J. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department decision shall be final and conclusive.
- K. The City of Perth Amboy shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- L. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

Submit One(1) original copy of all materials in a sealed envelope **with the name of the professional service listed on the envelope** marked **Public Defender Services RFP and/or Conflict Public Defender** and the word “**CONFIDENTIAL**” clearly marked on the outside of the envelope **(Along with a copy of the submission on a clearly identified (name and services), flash drive in Word or PDF format)** and addressed to: Purchasing Office, City of Perth Amboy, 260 High Street, Perth Amboy, New Jersey 08861 to be received no later than **10:00am on October 18, 2023**.

The City of Perth Amboy shall authorize the use of professional services from those applicants that best meets the needs of the City, but reserves the right to not select from any of the proposals submitted. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.

Contracts subject to the fair and open process delineated herein are subject to additional requirements, and any other applicable laws including, but not limited to the Local Public Contracts Law.

Proposal Price Page

Public Defender:

- Cost per day for services

Conflict Public Defender:

- Cost per day for services

END OF GENERAL INSTRUCTIONS

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE
INCLUDED
WITH
PROPOSAL**

CITY OF PERTH AMBOY
CHECKLIST

PROPOSAL - SUBMISSION DATE: October 18, 2023

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW LEFT

- An original signed copy of your complete proposal*..... _____
- Authorized Signatures on all forms**..... _____
- Attachment A** (Ownership Disclosure Certification) _____
- Attachment B** (Mandatory Equal Employment Opportunity Notice Acknowledgement) _____
- Attachment C** (Americans with Disabilities Act of 1990) _____
- Attachment D** (Business Entity Disclosure - Certification) _____
- Attachment E** (Business Entity Disclosure – Non-Collusion) _____
- Attachment F** (Business Entity Disclosure – Statute)..... _____
- Attachment G** (Business Entity Disclosure - City Code 1739- 2014)... _____
- Attachment H** (Professional Service Entity Information Form)..... _____
- Attachment I** (Firm’s Affidavit of No Disciplinary Sanctions)..... _____
- Attachment J** (Insurance Requirement Acknowledgement Form)..... _____
- Attachment K** (Letter of Intent)..... _____
- Attachment L** (Request for References)..... _____
- Attachment M** (Disclosure of Investment Activities in Iran)..... _____
- Attachment N** (Acknowledgement of Receipt of Addenda)..... _____

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Person, Firm or Corporation

By: _____ (Name) _____ (Title)

ATTACHMENT A

OWNERSHIP DISCLOSURE CERTIFICATION



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to Question 3, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|--|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to Question 4, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

ATTACHMENT B
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 AND GENERAL SERVICES CONTRACTS

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

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

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

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

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

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

ATTACHMENT B – Cont.

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 these 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 undersigned agrees that the foregoing ATTACHMENT A – Mandatory Equal Employment Opportunity Language, shall be part of any professional services contract awarded hereunder.

Name of Audit Services Member: _____

Signature: _____ Date: _____

Title: _____

REQUIRED AFFIRMATIVE ACTION EVIDENCE: The Provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. All successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract, one of the following:

- 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval**
- 2. A photocopy of their Certificate of Employee Information Report or**
- 3. A completed Affirmative Action Employee Information Report (AA302).**

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, 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 owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT D
CITY OF PERTH AMBOY
BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR FAIR AND
OPEN CONTRACTS REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 4% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address	% Own

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Subscribed and sworn before me this _____ day of _____, 20__.	
(Witnessed or Attested by): _____	My commission expires: _____
Printed Name of Affiant: _____	Date: _____

ATTACHMENT E
CITY OF PERTH AMBOY
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

ss:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF PERTH AMBOY 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 ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

Subscribed and sworn before me this _____ day of _____, 20__.

(Witnessed or Attested by): _____ My commission expires: _____

Printed Name of Affiant: _____ *Date:* _____

ATTACHMENT F
CITY OF PERTH AMBOY
BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR FAIR AND OPEN CONTRACTS
REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “Interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too expensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:* “The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



# ATTACHMENT G

## CITY OF PERTH AMBOY PROFESSIONAL BUSINESS ENTITY CERTIFICATION COMPLIANCE WITH CITY'S CODE OF PUBLIC CONTRACTING ORDINANCE (1739-2014)

\_\_\_\_\_  
Name of Professional Business Entity Contractor

\_\_\_\_\_  
Address

I \_\_\_\_\_, full of age, certify as follows:

1. I am an authorized representative of the above named Professional Business Entity.
2. I have read the attached Perth Amboy City Ordinance 1739-2014. An Ordinance limiting Contributions by Public Contractors.
3. I have read and understand the definition of "Professional Business Entity" as set forth in paragraph 1(c) of said Ordinance.
4. Pursuant to section 2 of the ordinance, I hereby certify under penalty of perjury that the above named "Professional Business Entity" has not made a contribution in violation of the Ordinance.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subjects to punishment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ORDINANCE NO. 1439-2014**

**AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED  
“PUBLIC CONTRACTING” (ORDINANCE NO. 1417-2008 AND AMENDMENTS)  
ADOPTED JUNE 25, 2008 ALSO KNOWN AS CHAPTER 98 OF THE CODE OF THE  
CITY OF PERTH AMBOY**

**WHEREAS**, the City of Perth Amboy (the "City") has experienced considerable difficulties in securing qualified and reliable contractors and project professionals to complete and oversee significant construction projects in a timely and workmanlike manner, consistent with the terms and specification of the publicly awarded contract, thereby resulting in delays and cost overruns that have been detrimental to the residents of the City; and

**WHEREAS**, the City recognizes that there is a need to impose greater controls over significant public construction to ensure that the work is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform and oversee public contracts in a timely, reliable and cost-effective manner; and

**WHEREAS**, in order to effectuate the purpose of selecting responsible contractors and project professionals for significant public contracts and to protect the City' investments in such contracts, prospective contractors, subcontractors and project professional should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, subject matter expertise, adequacy of resources, including equipment, financial and personnel satisfactory records regarding, past project performance of similar magnitude, as well as safety, law compliance and business integrity; and

**WHEREAS**, due to the impact that skilled construction craft labor can have on public works projects, it is advisable to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and encouraging fair business, employment and training practices that can have a positive impact on local communities affected by such contracts; and

**WHEREAS**, due to the impact that Construction and Project Managers, Architects and Engineers ("Project Professionals") can have on the timely, economical and proper completion of significant construction and maintenance contracts, it is advisable to require that such individuals and entities demonstrate the necessary qualifications, experience and financial capacity to competently perform the required contract services.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERTH AMBOY**

that the following shall be required of all contractors bidding and submitting proposals on significant public building construction contracts within the City of Perth Amboy and all Project Professionals seeking contracts to assist or oversee significant public building contracts:

1. The City shall require compliance with the provisions of this ordinance by business entities seeking to provide services to the City as specified herein. The requirements of this ordinance are intended to supplement, not replace, existing contractor Proposals and performance standards or criteria currently required by law, public policy or contracting documents. In the event of any conflict between this Ordinance, any other laws, public policy or contracting documents, the stricter provisions thereof shall apply, to the extent permitted by law.

2. All construction contractors and subcontractors ("Firm(s)") that perform work on any significant public work project, including building construction, alteration, or renovation, work, shall meet the requirements of this ordinance. For the purposes of this ordinance, "significant public work" shall be that which has a contract value of Three Hundred Thousand Dollars (\$300,000) or more.

3. Any architect, engineer, construction manager or project manager ("Project Professional") that performs work in connection with any significant public work project, including building construction, alteration or renovation work, shall satisfy the requirements of this ordinance that relate to Project Professionals.

4. All firms and Project Professionals engaged in contracts covered by this ordinance shall be qualified, responsible contractors, subcontractors and Project Professionals that have sufficient capabilities in all respects to successfully perform the contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications, as well as financial, personnel and insurance resources. Firms bidding on public contracts, and Project Professionals seeking such contracts, shall also be required to have a satisfactory past performance record on projects of similar magnitude and satisfactory record of legal compliance, integrity and business ethics.

5. As a condition of performing work on a significant public works contract subject to this ordinance, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a contractor responsibility certification at the time it submits its bid for a contract. Any Project Professional seeking a contract in connection with a significant public works project shall submit a Project Professionals certification with its proposal.

6. The contractor and Project Professional responsibility certification shall be completed on a form provided by the City and shall reference the project for which a bid is being submitted by name and contract of project member.

7. In the contractor responsibility certification, the construction manager, general contractor, or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities. If the certifying entity or individual cannot confirm the accuracy of each of the following criteria, it may submit a statement of explanation on the City form and the governing body may evaluate those circumstances and, in its sole discretion, waive a particular criterion for good cause shown. The governing body's decision to exercise or not exercise its discretion to waive a criterion of this paragraph shall not be a basis to challenge the decision to award or not to award a contract.

- (a) The Firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including but not limited to licenses, registrations or certificates required to do (i) do business in the State; (ii) to do business in the City; and (iii) perform the contract work it seems to perform. These shall include, but not be limited to licenses, registrations or certificates for any type of trade work or specialty work which the Firm proposes to self-perform.
- (b) For construction contractors, the Firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and for construction contractors and professionals, the Firm meets any insurance requirements, as required by applicable law, services contract or contract specifications as applicable, including, without limitation, general liability insurance, workers' compensation insurance and unemployment insurance requirements.
- (c) The Firm has not been debarred by any federal, state or local government agency or authority in the past seven (7) years.
- (d) The Firm has not defaulted on any project in the past seven (7) years.
- (e) The Firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past seven (7) years.

- (f)** The Firm has not been cited for a willful violation of federal or state safety laws for the past seven (7) years.
- (g)** The Firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years.
- (h)** The Firm has not within the past seven (7) years been found in violation of any law applicable to its contracting business, including but not limited to licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- (i)** The Firm will pay all craft employees that it employs on a project the current wage rates and benefits as required under applicable federal, state or local prevailing wage law under the Act.
- (j)** For a public works project with a contract value of Two Million Dollars (\$2,000,000) or more, the Firm participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. For purposes of this section, Class A Apprenticeship Program is an apprenticeship program that is currently registered and approved by the U.S. Department of Labor or the New Jersey Department of labor and has graduated at least one (1) enrollee in each of the past three (3) years (if the program has been in existence for three (3) years, at which time compliance shall be required.)
- (k)** For a public works project with a contract value of Two Million Dollars (\$2,000,000) or more, the Firm will have on site at all times an employee with a minimum of ten hours of OSHA training.

**8.** In the Project Professional responsibility certification, the construction manager, architect and engineer shall confirm its past performance and work history and its current qualifications and performance capabilities in accordance with the requirements of sections 7 (a) (b) (c) (d) (e) (f) (g) (h) of this Ordinance and that it has not been adjudged liable for professional malpractice in the prior seven (7) years. If the certifying entity or individual cannot confirm the accuracy of each of the following criteria, it may submit a statement of explanation on the City form and the governing body may evaluate those circumstances and, in its sole discretion, waive a particular criterion for good cause shown. The governing body's decision to exercise or not to exercise its discretion to waive a criterion of this paragraph shall not be a basis to challenge the decision to award or not to award a contract.

**9.** The City may undertake a review process to determine whether the prospective awardee is a qualified, responsible contractor or Project Professional in accordance with the requirements of this Ordinance, and other applicable laws and regulations and has the resources and capabilities to successfully perform the contract, including bank references of financial stability.

**10.** The City may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that Firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the City may seek relevant information from the Firm, its prior clients or customers, its subcontractors or any other relevant source.

11. If any provision of this Ordinance shall be held to be invalid or unenforceable by a court of competent jurisdiction and ant such holding shall not invalidate any other provisions of this Ordinance and all remaining provisions shall remain in full force and effect.

12. All Ordinances or parts of Ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

13. This Ordinance shall become effective 20 days after adoption and publication according to law.

SIGNED:  
Joel Pabon, Sr.  
Council President

ATTEST:  
Elaine M. Jasko  
City Clerk

APPROVED:  
Wilda Diaz  
Mayor

APPROVED AS TO FORM:  
Mark J. Blunda  
Director of Law

**Adopted on First Reading: August 13, 2014**  
**Published in The Home News Tribune: August 17, 2014**  
**Adopted on Second and Final Reading: September 10, 2014**  
**Published in The Home News Tribune: September 14, 2014**

**ATTACHMENT H**

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

If individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
\*\*\*\*\*

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Tax Identification No. \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_  
\*\*\*\*\*

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office:  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served:  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT I**

**REQUEST FOR QUALIFICATIONS  
FIRM'S AFFIDAVIT OF NO DISCIPLINARY SANCTIONS OR PROFESSIONAL NEGLIGENCE  
IN THE STATE OF NEW JERSEY**

I \_\_\_\_\_ of the \_\_\_\_\_ 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 \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ submitting and RFP for the above named work, and that I executed the said RFP with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed in this RFP are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract, including the Guarantee Period, that the City shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the submission as a contractor is subject to disbandment, suspension and/or disqualification in contracting with the State of New Jersey at the Department of Environmental Protection if the Contractor, pursuant to N.J.S.A. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Name of the Firm (Print or Type)

\_\_\_\_\_  
Signature / Title

|                                                                |
|----------------------------------------------------------------|
| Subscribed and sworn before me this _____ day of _____, 20__.  |
| (Witnessed or Attested by): _____ My commission expires: _____ |
| <i>Printed Name of Affiant:</i> _____ <i>Date:</i> _____       |

**ATTACHMENT J**

**CITY OF PERTH AMBOY**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

**Professional Liability Insurance**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

\*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

\_\_\_\_\_

**(Signature)**

**(Date)**

\_\_\_\_\_

**(Printed Name and Title)**



# ATTACHMENT K LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to the content of this letter)

[Insert Date]

Maria J. Rivera RPPS, Purchasing Agent  
260 High Street  
Perth Amboy, NJ 08861

Re: The CITY OF PERTH AMBOY is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for **Public Defender Services or Conflict Public Defender** from experienced individuals in response to this Request for Proposals (RFP) to provide **Public Defender Services or Conflict Public Defender Services**. The term of such agreement is to be determined. Proposals will be evaluated in accordance with the criteria set forth in this RFP. The City of Perth Amboy may select one or more law firms to provide the services requested herein.

Dear Mrs. Rivera:

The undersigned, Qualified Respondent, has submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the City of Perth Amboy (the "City") dated \_\_\_\_\_, in connection with the City's need for a Public Defender. The undersigned hereby states:

1. The Proposal Statement contains accurate, factual and complete information to the best of my/our knowledge and belief. The Proposal Statement is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. I/We agree(s) to participate in good faith in the procurement process described in the RFP and to adhere to the City's procurement schedule.
3. I/We acknowledge(s) that all costs incurred by me/us in connection with the preparation and submission of the Proposal Statement, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the undersigned.
4. I/We hereby declare that the only persons/business entities anticipated by the undersigned to perform the professional services for which the undersigned's Proposal Statement is submitted are the two other members of the Project Team named herein and that no other persons or business entities participated in submission of the undersigned's Proposal Statement or will participate in any contract to be entered into between Respondent Project Team and the City. The undersigned declares that its Proposal Statement is made without connection with any other person, firm or parties, except the other two members of the Project Team who have submitted Proposal Statements with the undersigned, and that the undersigned's Proposal Statement is being prepared and submitted in good faith and without collusion or fraud.
5. I/We acknowledge(s) and agree(s) that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. I/We acknowledge(s) that if the Project Team of which I/We (am/are) a member becomes the Successful Respondent and is awarded a contract to provide the Services, I/We shall comply with all applicable affirmative action and equal employment opportunity laws: .

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the Qualified Respondent is part of a joint venture, partnership or organization other than a natural person, the Letter of Proposal and Letter of Intent must be signed by an individual with the authority to bind the organization.*

**ATTACHMENT L  
REQUEST FOR REFERENCES**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email address \_\_\_\_\_  
Contact Individual \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email address \_\_\_\_\_  
Contact Individual \_\_\_\_\_

3. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email address \_\_\_\_\_  
Contact Individual \_\_\_\_\_

4. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Contact Individual \_\_\_\_\_

5. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail address \_\_\_\_\_

# ATTACHMENT M

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person 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, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below 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.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

|                                          |                                      |
|------------------------------------------|--------------------------------------|
| Name _____                               | Relationship to Bidder/Offeror _____ |
| Description of Activities _____<br>_____ |                                      |
| Duration of Engagement _____             | Anticipated Cessation Date _____     |
| Bidder/Offeror Contact Name _____        | Contact Phone Number _____           |

ADD AN ADDITIONAL ACTIVITIES ENTRY

**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 above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

**ATTACHMENT N  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number:</u> | <u>Dated:</u> | <u>Acknowledged:</u><br>(Initial) |
|-------------------------|---------------|-----------------------------------|
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |
| _____                   | _____         | _____                             |

**NO addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_