

City of Trenton
319 East State Street, Trenton, New Jersey

REQUEST FOR PROPOSALS

TO

CONDUCT A CITY-WIDE ECONOMIC MARKET STUDY

FOR THE

**CITY OF TRENTON
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT**

To be received on:



JANUARY 22, 2014

DIVISION OF PURCHASING

RFP2013-54

NOTICE OF REQUEST FOR PROPOSALS

RFP2013-54

The City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

**REQUEST FOR PROPOSALS TO CONDUCT A CITY-WIDE ECONOMIC MARKET STUDY
FOR THE CITY OF TRENTON, NEW JERSEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

The City of Trenton requires submission by **JANUARY 22, 2014 AT 11:00AM** in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608 to:

Isabel C. Garcia
Purchasing Agent
Division of Purchasing
319 East State Street
Trenton, NJ 08608

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City website. The link to request a copy of the proposal is <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

With the exception of the United States Postal Service, express mail shall be delivered to City Hall Annex, Division of Purchasing, 319 East State Street, 1st Floor, Trenton, New Jersey 08608. Late submissions will not be accepted.

It is the responsibility of prospective respondent's to check the City of Trenton's website at for any addenda issued prior to the request for proposal opening at <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

City of Trenton
Isabel C. Garcia
Purchasing Agent
RFP 2013-54
609-989-3135

REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, bid results, postponements and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT

<http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

**PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

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 to be supplied _____
(PRIOR TO CONTRACT AWARD)

Acknowledgement of Receipt of Addenda √

Stockholder Disclosure √
(MANDATORY REJECTION IF NOT INCLUDED)

Affirmative Action Statement √

Affirmative Action Mandatory Language √

Americans with Disabilities Act Mandatory Language √

Acknowledgement of Addenda √

Non-Collusion Affidavit √

Certification and Disclosure of Political Contributions √

Disclosure of Invested Activities in Iran √
(required to be completed, dated and signed)

Detailed Information as Mentioned in this
Request for Proposal √

Original Copy and (5) additional copies
with **(original signatures)** √

Proposal Form with original signature √

References if Required in the RFP √

**REQUEST FOR PROPOSALS TO CONDUCT A CITY-WIDE ECONOMIC MARKET STUDY
FOR THE CITY OF TRENTON, NEW JERSEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

1.0

INTRODUCTION

The City of Trenton (the "City") is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et. seq. for a qualified consultant to conduct a City-wide economic market study (hereinafter the "Market Study"). The Market Study is Phase I of a larger economic development planning process and is intended to address the City's current economic development prospects and prospects over a longer twenty (20) year horizon. The resulting Market Study will serve as a key resource to inform the decision-making in the development of the Economic Development and Sustainability Element of the City's Master Plan planning process, as well as for the development of a Comprehensive Economic Development Strategic Plan (Phase II).

BACKGROUND

Trenton is the most central area of the State and serves as New Jersey's capital city and Mercer's county seat. The City, while located in one of the most affluent counties in New Jersey, has not been able to boast of a strong economic position for several decades. Once one of the nation's leading industrial cities, Trenton was the epicenter of business, retail and cultural activity in the region. The City began experiencing decline following World War II when manufacturing companies began closing and moving to other locations. During the 1960's, Trenton experienced an exodus of middle-income residents and its housing stock deteriorated. Additionally, with the advent of suburban shopping malls, the city's retail sector declined.

While the 1980's brought some rejuvenation to the city, the decline from previous years is still present, as the city remains one of the state's economically distressed cities and the poorest municipality in the county. This is evidenced by data reported from the Bureau of Labor Statistics and U.S. Census. The city has experienced high dropout rates, high unemployment (surpassing the state average and national average) and low per capita income and high poverty rates.

Despite the enormity of the economic challenges facing Trenton, City leaders, residents, property owners and stakeholders share a collective vision of Trenton's revitalization that builds upon the City's many assets and opportunities. This revitalization includes a developed waterfront, a diverse workforce and residential population, quality housing stock, a vibrant downtown, high quality

industries and a range of employment options, and options for retail, dining, arts culture and entertainment.

TIMELINE/ SCHEDULE

The City anticipates the following schedule for this project:

Event	Date
Request for Proposal Issued	December 20, 2013
Questions Deadline	December 30, 2013
Proposal Submission Deadline	January 22, 2014 by 11:00 AM
Proposals Reviewed	January 24, 2014
Select Consultant	January 30, 2014
City to issue Consultant Contract Approx.	February 21, 2014
Meet with Economic Dev Steering Comm.	February 28, 2014
Draft Report Submitted to HED	June 1, 2014
Final Report Submitted to HED	June 15, 2014
Public Presentation	June 30, 2014

2.0

PROJECT OBJECTIVES

1. To establish the City of Trenton's economic baseline; identifying and understanding the City's current available economic resources and how such resources can be enhanced to accommodate growth.

2. To identify market potential for the City of Trenton with respect to the following market segments: retail, dining/entertainment, arts and culture, tourism and hospitality, government and education, personal and professional services, health care services, innovation and technology, office, housing development, industrial and manufacturing.

3. To quantify future demand for the market segments listed above over a twenty (20) year horizon in terms of non-residential square footage and number of housing units by housing type.

4. To inform the development of a market-based economic development strategy based upon the Market Study. The economic development strategy is intended to be a focused set of market-driven recommendations for diversifying the economy, retaining, expanding and recruiting desired businesses as well as attracting industrial, commercial, residential and mixed use development.

5. To inform the development of a small (and mid-size) business and entrepreneurial development strategy.
6. To inform the development of a business assistance program.
7. To identify issues and implications to be considered during economic policy development.

SCOPE OF SERVICE

The successful respondent (the "Consultant") shall conduct comprehensive research, and provide analysis and recommendations to accomplish the "Project Objectives". At a minimum, the scope of work shall include but not be limited to the following:

- Interviews with City staff, business and property owners, Council members and other appropriate stakeholders (Chambers of Commerce, educational institutions, business associations, Metropolitan Planning Organizations, etc.) to gain additional insights into market conditions;
- An overview of ***Population and Demographics***, with emphasis on employed residents to jobs ratio, worker in-migration and out-migration patterns, and worker demographics. This portion of the analysis should examine existing and projected population and employed and unemployed residents in the city;
- ***Employment Trends and Demand Forecast***, with an emphasis on examining Trenton's position within the Mercer County and Greater Philadelphia regional economies. The Market Study should identify key industry clusters and potential locations for growth within the City. The Market Study should further examine the breakdown of employment by industry and regional/local growth trends. Employment growth by industry for the City should be correlated to demand for specific use types (Class A office, office warehouse, industrial/warehouse space, etc.) with associated building square feet. Additionally, the Market Study should identify skills and educational needs necessary to inform a workforce development strategy;
- ***Industrial, Retail and other Commercial Trends and Forecast***, including analysis of taxable sales and market capture by retail category. Identification of the City's existing and potential future

retail role in the surrounding market areas, as well as analysis of the strengths and weaknesses in the City's retail sectors and potential for growth;

- ***Housing Trends and Forecast***, analyzing future demand by unit type. The Market Study should be informed by recent trends in property values, foreclosures and vacancy rates and sales prices. Specific unit types in relation to demographic trends/needs should also be addressed, particularly in relation to the City's existing housing stock and planned development;
- ***Neighborhood Business Environment Analysis***, with an emphasis on the strengths and weaknesses of neighborhood commercial centers. The Market Study should identify neighborhood commercial nodes and examine small locally-owned businesses and their impact on the City as an economic driver and to what extent the City should develop programming to encourage the expansion of small business initiatives;
- ***Life style Data Analysis***, with an emphasis on development of product mixes targeted to specific high-potential customer segments;
- ***Buying Power and Spending Potential Analysis***, separate analysis should be performed to determine the buying power and spending potential of both the City's non-resident day market and resident population;
- ***Comparative Analysis***, with an emphasis on the City of Trenton's unique and competitive advantages in relation to the surrounding regions, including but not limited to Mercer County, Bucks County, Central Jersey and the Greater Philadelphia Region.
- A public presentation of findings

FINAL DELIVERABLE

The Consultant shall deliver a comprehensive Market Study that will serve to address the Project Objectives listed above. Each of the analysis subtopics shall be discussed in depth and illustrated with tables or charts as appropriate. The Market Study shall also include development scenarios, recommendations, policy implications and suggested implementation strategies. A draft of the report shall be submitted to the Department of Housing and Economic Development (HED) for review and comment in substantial conformity with the Timeline/Schedule defined below. Following the review and comment period,

the final Market Study shall be submitted to HED in accordance with the project Timeline/Schedule. The Consultant shall also conduct a presentation of the findings for staff, Council members and the public at a special public meeting.

FEE/ BUDGET

The budget for this project shall not exceed \$50,000.

3.0

PROPOSAL SUBMITTAL REQUIREMENTS

1. Cover Letter

The submittal must include a cover letter with a statement indicating that the individual signing the letter is a duly authorized official of the firm and has the authorization to act on behalf of the firm and proposal team. The cover letter must also include the name and address of the firm(s) and project contact person with address, telephone number, and email address.

The proposal must also include an executive summary of the principal elements of the submittal, including a summary of the project description, project objectives, project scope and service being required.

2. Table of Contents

Proposals shall include a table of contents properly indicating the sections and page numbers of the information included.

3. Project Team

- a. Prepare an organizational chart showing your firm's team.
- b. Provide resumes or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on market analysis and economic impact studies of similar size and type, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. Explain your capacity and the resources you possess to support your assigned staff.

4. Proposal Price

To be considered a responsive, responsible and eligible to submit a proposal for consideration, provide a separate cost estimate for services. The cost estimate shall be signed by an individual authorized to bind the consultant contractually.

5. Project Approach/ Methodology

Provide a detailed description of the Consultant's proposed approach and methodology. Include any innovative techniques with market

analysis and impact studies that the Consultant has utilized on prior projects and plans to consider for this project.

6. Work Plan and Schedule

Provide a Formal Work Plan paralleling the Scope of Services and containing a list of specific tasks and a task schedule. Indicate when you will be able to begin the project.

7. Experience

Provide three (3) examples of recent projects that are similar in nature that the Consultant has completed in other cities. Include written samples of products the Consultant produced for the cities. These samples may be provided in print or CD format. If available, provide a brief summary of the impact the Consultant's product had on the cities' overall economic objective.

Provide any other information deemed relevant to the work, and which the Consultant believes will further the competitiveness of the proposal.

8. References

Provide the names, titles, addresses, telephone numbers and emails of three (3) to (5) references for similar projects within the past ten (10) years. Indicate the relevant project by type, municipality and date, and provide a detailed description of the work performed.

9. Fully executed proposal and attached certificates.

EVALUATION PROCESS

All proposals submitted in response to this RFP shall be reviewed and evaluated by a Committee (the "Committee"). The Committee shall determine the respondents that meet the minimum requirements pursuant to the criteria identified in this RFP. The information required to be submitted in response to this RFP has been determined to be essential for use by the Committee in the evaluation process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible respondent and participate in the City's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification.

EVALUATION CRITERIA

All responsive and responsible proposals will be rated and ranked by the Committee against the evaluation criteria detailed below:

1. Experience and Qualification (40)
 - Experience with comparable projects
 - Abilities and skills of the assigned staff
 - Knowledge of the local and regional economy
 - References
2. Quality of the Proposal (30)
 - Understanding of the Project Objectives and Scope of Services
 - Approach and Methodology
3. Pricing (30)

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Proponent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name

by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA

A. The Proponent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form

of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be

binding. Ditto marks **are not** considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate, and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION

Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract.

The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STOCKHOLDER DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that 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 proposal or accompanying the proposal 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 percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal proposal.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal proposal.

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150

(C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS (PRIOR TO AWARD)

Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective Respondents (as well as any subcontractors) must provide proof of State of New Jersey business registration prior to the award of the contract. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

New Jersey Business Registration Requirements for Non-Construction Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of

unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

PUBLIC CONTRACTING REFORM ORDINANCE

Be It Enacted by the City of Trenton, County of Mercer:

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to create a such a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION 1 – PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is used at N.J.S.A. 40:11A-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"), to (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the rendition of professional services shall knowingly solicit or make any contribution, to: (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.
- (c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse, and any child/children living at home; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children living at home; (d) all partners or officers of such an entity, in the aggregate, and their spouses and child/children living at home; and (e) all persons who are an "affiliate" of a person as defined in sections (i) and (ii) above (as such term is used in 11 U.S.C. § 101(2)).
- (d) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 each for any purpose to any candidate for mayor or governing body, or \$300 to a political party committee of the City of Trenton; (ii) \$500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may not annually contribute for any purpose in excess of \$2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County political party committees and PACs combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
- (1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.
 - (2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 – CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 – CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

- (a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 4 – RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 – EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 6 – PENALTY

- (a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (b) Furthermore, any professional business entity that violates Section 6 (a) i-viii shall be disqualified from eligibility for future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 7 – SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SECTION 8 – REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 9 – EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.

STOCKHOLDER DISCLOSURE CERTIFICATION

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.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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 _____, 20__	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

STATE OF NEW JERSEY :
 : ss.
COUNTY OF _____ :

_____, being of full age, duly sworn according to law, deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.

(A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.

3. The foregoing statements made by me are true to the best of my knowledge and belief.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

BY: _____

Sworn to and subscribed before me
this _____ day of _____,

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount \$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposalding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

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

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Date:_____

Signature:_____

Company:_____

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 grievance procedure, the CONTRACTOR agrees to a proposal 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 proceedings 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.

DATE: _____
_____ COMPANY NAME

SIGNATURE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
(MANDATORY REQUIREMENT)

_____ 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.

____ Partnership ____ Corporation ____ Sole Proprietorship
____ Limited Partnership ____ Limited Liability Company ____ Limited Liability Partnership
____ Subchapter S Corporation ____ Non-Profit Corporation ____ Other _____

**PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW
THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.**

Stockholders

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: _____ (Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(name of affiant)

_____ in the County of _____

(name of municipality)

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

I am _____ of the firm of
(title or position)

_____ the Proponent making this Proposal

(name of firm)

for the proposal entitled _____, and that I executed the said

(title of proposal)

proposal with full authority to do so that said Proponent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting proposals in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the

(name of contracting unit)

truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to
before me this day

_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CHAPTER 25

AN ACT concerning public contracts and supplementing various parts of the statutory law.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.52:32-55 Findings, declarations relative to certain public contracts.

1. The Legislature finds and declares that:

a. In imposing sanctions on Iran, the United States Congress and the President of the United States have determined that the illicit nuclear activities of Iran, combined with its development of unconventional weapons and ballistic missiles, and its support of international terrorism, represent a serious threat to the security of the United States and its allies around the world.

b. The International Atomic Energy Agency has repeatedly called attention to Iran's unlawful nuclear activities, and as a result, the United Nations Security Council has adopted four rounds of sanctions designed to compel the Government of Iran to cease those activities and comply with its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, commonly known as the Nuclear Non-Proliferation Treaty.

c. The human rights situation in Iran has steadily deteriorated since the fraudulent elections of 2009, as evidenced by the brutal repression, torture, murder and arbitrary detention of peaceful protestors, dissidents and minorities.

d. On July 1, 2010, President Obama signed into law the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, which expressly authorizes state and local governments to prevent investment in, including prohibiting entry into or renewing contracts with, companies operating in Iran and includes provisions that preclude companies that do business in Iran from contracting with the U.S. Government.

e. It is the intention of the Legislature to implement this authority granted under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

f. There are moral and reputational reasons for state and local governments to not engage in business with foreign companies that have business activities benefiting foreign states, such as Iran, that pursue illegal nuclear programs, support acts of terrorism and commit violations of human rights.

g. Short-term economic profits cannot be a justification to circumvent even in spirit those international sanctions designed to thwart Iran from developing nuclear weapons.

h. The concerns of this Legislature regarding Iran are strictly the result of the actions of the government of Iran and should not be construed as enmity toward the Iranian people.

C.52:32-56 Definitions relative to certain public contracts.

2. As used in this act:

a. "State agency" means any of the principal departments in the Executive Branch of the State government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency which is authorized by law to award public contracts.

b. "Energy sector" of Iran means activities to develop, invest in, explore for, refine, transfer, purchase or sell petroleum, gasoline, or other refined petroleum products, or natural gas, liquefied natural gas resources or nuclear power in Iran.

c. "Financial institution" means the term as used in Section 14 of the Iran Sanctions Act of 1996, Section 14 of Pub.L.104-172 (50 U.S.C. 1701 note).

d. "Iran" means the government of Iran, and includes the territory of Iran and any other territory or marine area, including the exclusive economic zone and continental shelf, over which the government of Iran claims sovereignty, sovereign rights, or jurisdiction, provided that the government of Iran exercises partial or total control over the area or derives a benefit from economic activity in the area pursuant to international arrangements.

e. "Person or entity" means any of the following:

(1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3).

(3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

f. For the purposes of this act, a person engages in investment activities in Iran, if:

the person provides goods or services of \$20,000,000 or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

the person is a financial institution that extends \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to subsection b. of section 3 of this act as a person engaging in investment activities in Iran as described in subsection a. of section 3 of this act.

The State Treasurer shall adopt regulations that reduce the amounts provided for in this subsection if the State Treasurer determines that such change is permitted or required under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

C.52:32-57 Certain persons, entities prohibited from bidding on certain public contracts, maintenance of list.

3. a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

b. Within 90 days of the effective date of this act, the Department of the Treasury shall, using credible information available to the public, develop a list of persons or entities it determines engage in investment activities in Iran as described in subsection f. of section 2.

c. The department shall update the list every 180 days.

d. Before finalizing an initial list pursuant to subsection b. of this section or an updated list pursuant to subsection c. of this section, the department shall do the following before a person or entity is included on the list:

(1) Provide 90 days' written notice of its intent to include the person or entity on the list. The notice shall inform the person or entity that inclusion on the list would make the person or entity ineligible to bid on, submit a proposal for, or enter into or renew, a contract for goods or services with a State agency; and

(2) Provide a person or entity with an opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person or entity demonstrates to the department that the person or entity is not engaged in investment activities in Iran as described in subsection f. of section 2 of this act, the person or entity shall not be included on the list, unless the person or entity is otherwise ineligible to bid on a contract as described in paragraph (3) of subsection a. of section 5 of this act.

(3) The department shall make every effort to avoid erroneously including a person or entity on the list.

C.52:32-58 Certification required.

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

C.52:32-59 False certification, penalties.

5. a. If the department determines, using credible information available to the public and after providing 90 days' written notice and an opportunity to comment in writing for the person or entity to demonstrate that it is not engaged in investment activities in Iran, that the person or entity has submitted a false certification pursuant to section 4 of this act, and the person or entity fails to demonstrate to the department that the person or entity has ceased its engagement in the investment activities in Iran within 90 days after the determination of a false certification, the following shall apply:

(1) Pursuant to an action under subsection b. of this section, a civil penalty in an amount that is equal to the greater of \$1,000,000 or twice the amount of the contract for which the false certification was made.

(2) Termination of an existing contract with the State agency as deemed appropriate by the State agency.

(3) Ineligibility to bid on a contract for a period of three years from the date of the determination that the person or entity submitted the false certification.

b. The department shall report to the New Jersey Attorney General the name of the person or entity that the State agency determines has submitted a false certification under section 4 of this act, together with its information as to the false certification, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section.

Only one civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section may be brought for a false certification on a

contract. A civil action to collect such penalty shall commence within three years from the date the certification is made.

C.52:32-60 Written notice to Attorney General.

6. The Governor shall submit to the Attorney General of the United States a written notice describing this act within 30 days after its effective date.

C.40A:11-2.1 Civil action brought on behalf of local contracting unit.

7. a. A local contracting unit as defined in and subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the contracting unit shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

C.18A:18A-49.4 Civil action brought on behalf of board of education.

8. a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

C.18A:64A-25.43 Civil action brought on behalf of county college.

9. a. A county college as defined in and subject to the provisions of the "County College Contracts Law," P.L.1982, c.189 (C.18A:64A-25.1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the county college shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the county college determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4

of P.L.2012, c.25 (C.52:32-58), the county college shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The county college may also report to the county college attorney the name of that person, together with its information as to the false certification, and the county college attorney may determine to bring such civil action against the person to collect such penalty.

10. This act shall take effect immediately but shall apply to contracts awarded or renewed commencing 30 days after the effective date of this act.

Approved July 30, 2012.

**State of New Jersey Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____ **Bidder/Offeror:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. 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 _____ _____	
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.

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES

NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

PROPOSAL

The undersigned respondent declares that he/she has read the Notice of Request for Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following:

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office

at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____