

**SPECIAL PUBLIC NOTICE**  
**SFY 2024**  
**REQUEST FOR QUALIFICATIONS/PROPOSALS:**

**Purpose:**

The following general requirements must be met in order for any firm to be considered to provide professional services covered by N.J.S.A. 44A-20.5 *et seq* with the Agency. The process is designed to find qualified service providers in an open and fair manner in order to have the most qualified service provider for the Agency.

**Scope:**

Any person or firms interested in providing professional services, as defined in the New Jersey Local Public Contracts Law and specifically N.J.S.A. 40: 11-2(6), to the South Amboy Redevelopment Agency.

**General Requirements:**

1. The Request for Qualifications ("RFQ") shall be used to determine what companies, firms, or individuals offer the municipality the best opportunity to secure the highest quality professional services.
2. The Request for Proposals ("RFP") shall be used to determine whether the costs of fees proposed to provide the professional services are fair and reasonable, both in terms of the budgetary interests of the Agency, the general market rate for the services, the level of experience, breadth of services, reputation, and expertise of the professional.
3. Advertising of the RFQ/RFP will, at a minimum, include the City of South Amboy website and City official bulletin board, and filed with the Municipal Clerk at least ten (10) days prior to the submission deadline.
4. The RFQ shall list the minimum requirements of the service being sought. Where the Request for Qualifications lists separate experience requirements for the firms and for individuals, professionals in solo practice shall meet the experience requirements for a firm.
5. Submissions will be required on the date specified below, which shall be not less than ten (10) days following the advertisement of the RFQ
6. All RFQs/RFPs will be delivered by mail or in person by applicants to Eric Chubenko, Executive Director, SARA at 140 N. Broadway, South Amboy NJ in sealed envelopes with the name of the applicant and the specific RFQ noted on the outside of the envelope.

**Requirements to Qualify**

The requirements listed below are the minimum levels expected from the professional indicated.

**CITY OF SOUTH AMBOY**  
**DESCRIPTION OF PROFESSIONAL SERVICES CONTRACTS**  
**FOR WHICH PROPOSALS ARE SOUGHT**

**APPOINTMENTS SHALL BE FROM**  
**JULY 1, 2023 THROUGH JUNE 30, 2024**

The following is a description of the professional services needed, including, where appropriate, a description of the tasks involved:

## **REDEVELOPMENT AGENCY PLANNER**

The South Amboy Redevelopment Agency, (SARA) Planner shall be a New Jersey licensed firm with at least ten (10) years of experience in all aspects of municipal planning including extensive work with and knowledge of the New Jersey Municipal Land Use Law, redevelopment zones, historic preservation, COAH requirements and regulations, and consulting with respect to drafting and revising Master Plans. The individual (s) primarily assigned shall have at least five (5) years experience as a municipal planner or zoning board planner.

### **PROPOSAL**

*Please explain how you or your firm meets the minimum requirements. (Attach additional sheets if necessary.) The undersigned individual, firm, or corporation hereby proposes to serve as SARA Planner based upon the attached compensation schedule.*

*(Please outline your fees proposed, fee schedule, or other basis for compensation that you seek. Please, where applicable, indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation you deem appropriate to the services to be provided.)*

In addition to the criteria set forth above, all responses must include the following:

- a) Full name and business address.
- b) List of licensed professionals employed.
- c) Confirmation of authority to do business in the State of New Jersey
- d) List of public entities served by business entity including dates of service.

Responses shall be reviewed by the Agency according to the above criteria. The Agency will award the contract pursuant to this fair and open process by Resolution at a public meeting.

All interested parties should contact Dan Balka, CFO for required submission forms by calling 732.525.5922 or emailing [balkad@southamboynj.gov](mailto:balkad@southamboynj.gov)

### **PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) CD OF YOUR PROPOSAL**

**ALL SUBMISSIONS FOR THE ABOVE SERVICE MUST BE RECEIVED BY  
ERIC CHUBENKO, SARA EXECUTIVE DIRECTOR  
140 NORTH BROADWAY  
SOUTH AMBOY, NJ 08879**

**NO LATER THAN 1PM ON THURSDAY, MAY 25, 2023.**

**The South Amboy Redevelopment Agency (SARA) retains the right to reject any and all submissions deemed unacceptable for any reason.**

## GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

- "Agency" – refers to the South Amboy Redevelopment Agency, its officers and elected and appointed officials, employees and advisors and consultants.
- "Due Date" - refers to the date and time by which Qualification Statements must be received by the Redevelopment Agency in order to be considered for award of the contract or position.
- "Qualification Statement" - refers to a Respondent's complete response to this RFQ.
- "Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Redevelopment Agency) have satisfied the qualification criteria set forth in this RFQ.
- "RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested individuals and firms that submit Qualification Statements.
- "Services" – refers to the professional services the Redevelopment Agency seeks in this RFQ process.
- "Successful Respondent" – refers to the Respondent selected by the Redevelopment Agency to perform the Services.

## SECTION 1

### INTRODUCTION AND GENERAL INFORMATION

#### 1.1 Introduction and Purpose.

The Redevelopment Agency is soliciting Qualification Statements from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Qualification process, persons and/or firms interested in assisting the Redevelopment Agency with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Redevelopment Agency will review only Qualification Statements that include all the required information as described herein. The Redevelopment Agency intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Redevelopment Agency.

#### 1.2 Procurement Process and Schedule.

The selection of Qualified Respondents is subject to the New Jersey Local Unit Pay-to-Play Law,

N.J.S.A. 19:44A-20A *et seq.* The Redevelopment Agency has structured a competitive procurement process which insures that anyone interested in providing the services sought has an opportunity to submit a Qualification Statement in response to this RFQ. The Redevelopment Agency will evaluate responses to this RFQ in accordance with the criteria set forth in Section 5. Based upon the totality of the information contained in the Qualification Statement, and from the Respondents' references, the Redevelopment Agency will determine which Respondents are qualified. Each Respondent that meets the requirements of the RFQ (in the sole judgment of the Redevelopment Agency) will be designated as a Qualified Respondent, and will be considered for selection by the Redevelopment Agency.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Redevelopment Agency reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Agency upon receipt of this RFQ.

**Qualification Statements must be received by the Redevelopment Agency's Designated Contact Person, via mail or hand delivery, by 1:00PM prevailing time on Thursday, May 25, 2023. Qualification Statements received after 1:00PM on Thursday, May 25, 2023 will be returned unopened.**

All communications concerning this RFQ or the RFQ process shall be directed to the Redevelopment Agency's Designated Contact Person, in writing. The Designated Contact Person is:

Dan Balka, CFO at [balkad@southamboynj.gov](mailto:balkad@southamboynj.gov) or 732.525.5922.

#### **ANTICIPATED PROCUREMENT SCHEDULE**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
1. Issuance of Request for Qualifications	May 25, 2023
2. Receipt of Qualification Statements/ Due Date	May 25, 2023
3. Completion of Evaluation of Qualification Statements	on or about June 1, 2023
4. Award of Professional Service Agreement	June 1, 2023

#### **1.3 Conditions Applicable to RFQ.**

Upon submitting a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions:

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the Redevelopment Agency to issue an RFP.

- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent. There shall be no claims whatsoever against the Redevelopment Agency, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.
- The Redevelopment Agency reserves the right to reject for any reason any and all responses and components thereof.
- The Redevelopment Agency reserves the right to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Redevelopment Agency reserves the right, without prior notice, to supplement, amend, or modify this RFQ, or to request additional information.
- All Qualification Statements shall become the property of the Redevelopment Agency and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Redevelopment Agency in accordance with law.
- Any Qualification Statements not received by the Redevelopment Agency timely will be rejected.
- The Redevelopment Agency shall not be liable for any claims or damages alleged to have been incurred as a result of this RFQ process, including the Redevelopment Agency's review of Qualification Statements and its award of contracts.

#### **1.4 Rights of Redevelopment Agency.**

The Redevelopment Agency reserves the following rights with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.

- To conduct investigations of any or all of the Respondents, as the Redevelopment Agency deems necessary or convenient, to clarify the information provided as part of a Qualification Statement, and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Redevelopment Agency shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

#### **1.5 Addenda or Amendments to RFQ.**

After the issuance of the RFQ, but no later than five (5) business days prior to the Due Date, the Redevelopment Agency may issue addenda, amendments or answers to written inquiries. Addenda will be noticed by the Redevelopment Agency and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of any addenda issued.

#### **1.6 Proposal Format.**

Responses should cover all information requested in Section 3 of this RFQ. Responses that do not meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **SECTION 2**

### **SCOPE OF SERVICES**

The Agency seeks Qualification Statements from Respondents that have expertise in the provision of **Redevelopment Consulting Services**. Respondents must be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

The Agency shall expect the successful Respondent to:

- a. Provide advice and prepare reports, presentations and research on redevelopment for the Agency, commissioners and professionals as requested;
- b. Assist the Agency on Redevelopment rules and regulations;
- c. Represent the Agency as directed in meetings with state agencies, Middlesex County and other municipalities;

- d. Have capacity to prepare reports and public presentations;
- e. Provide consulting services and general advice to the Agency as it pertains to commercial and residential redevelopment;
- f. Such other services as the Redevelopment Agency shall request from time to time.

The Agency intends to qualify Respondents for the Redevelopment Agency at its June 1, 2023 Meeting or any substitute, adjourned or re-scheduled meeting, and the Redevelopment Agency will award its own contract from the date of execution for the period of July 1, 2023 through June 30, 2024. The Agency will reserve the right to terminate the contract without cause on 15 days' notice.

### SECTION 3

#### SUBMISSION REQUIREMENTS

##### 3.1 General Requirements.

Respondent's Qualification Statement must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information described below, Respondents are invited to submit supplemental information that may be useful to the Redevelopment Agency in evaluating the Qualification Statement. This information may include, for example, a firm profile or brochure. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

##### 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement, provide the following documentation and information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Intent (See Exhibit A).
3. Name, address and telephone number of the individual or firm submitting the Qualification Statement and the name of the key contact person.
4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities (*e.g.* N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 as amended) and evidence of such compliance. (See Exhibit B)



5. The number of years Respondent has been in practice.
6. Any judgments within the last three years in which Respondent has been adjudicated liable for professional malpractice. If any, please provide the docket numbers.
7. Whether Respondent or its firm is now or has been involved in any bankruptcy or re-organization proceedings in the last ten years. If so, please provide the docket numbers.
8. A statement that principals have no immediate relatives who are Redevelopment Agency employees or elected officials.

### **3.3 Professional Information Requirements.**

1. Respondent shall submit a description of its overall experience in providing the same or similar Services. At a minimum, the following information should be included as appropriate:
  - a. Description and scope of Respondent's work experience.
  - b. Three business references, including contact information.
  - c. Explanation of perceived relevance of Respondent's experience to the RFQ.
2. Describe those portions of the Respondent's services, if any, that are sub-contracted. Identify all subcontractors the Respondent anticipates using in connection with the Services.
3. Resumes of key employees who will be assigned to provide the Services.

### **3.4 Services Fees.**

1. **Respondent shall specifically acknowledge agreement to provide services on an hourly payment basis.**
2. Respondents should take careful note of the following:
  - a. Respondent shall be reimbursed for out-of-pocket expenses that shall include, but not be limited to:
    - (i). Faxes and conference calls;
    - (ii) Payment of filing, application fees, review fees and similar charges;
    - (iii) Outside printing, reproduction, binding, collating, graphic services;
    - (iv) Messenger service and overnight mail.



Charges incurred under (iii) and (iv) must be pre-approved by the Redevelopment Agency.

- b. Respondent shall send monthly invoices to the Redevelopment Agency detailing the Services performed.
  - c. The Redevelopment Agency shall require that upon performing Services totaling 70 percent of the encumbered amount, whether or not all Services have been invoiced to the Redevelopment Agency, the Respondent shall provide the Redevelopment Agency with an estimate of additional funds that may be necessary to conclude the matter. Additional funds must be approved by resolution of the Redevelopment Agency Council.
- 3. The Respondent shall include as part of its submission an hourly rate of payment.
  - 4. The Respondent shall include an acknowledgement that the funds used to pay the Respondent shall be from escrows established in connection with each project; that the project escrows paid pursuant to agreements with the Redevelopment Agency shall be the sole source of funding; that unless pursuant to a separate resolution neither the Redevelopment Agency nor the City of South Amboy shall be responsible for any payment to Respondent if sufficient escrow funds do not exist.

## SECTION 4

### INSTRUCTIONS TO RESPONDENTS

#### 4.1 Submission of Qualification Statements.

Respondents must submit an original, as well as a PDF copy on CD, of its Qualification Statement to the Designated Contact Person:

**South Amboy Redevelopment Agency  
c/o Eric F.M. Chubenko, Executive Director  
140 North Broadway  
South Amboy, New Jersey 08879**

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein:

1. Qualification Statements must be received by the Redevelopment Agency no later than the Due Date and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or email will not be considered. Qualification statements received after the designated time on the Due Date will be returned, unopened, to the sender. The Respondent is solely responsible for delays in delivery.
2. Qualification Statements and all Forms (Exhibits A, B, C, D, E and G) and other related information must be stapled or bound and signed by the Respondent. If Respondent is other than a natural person, the Qualification Statement must be signed by an individual with power to bind the Respondent.
3. The name of the Respondent and the position or contract for which the submission is being made must be printed on the outside of the package containing Respondent's submission. The Redevelopment Agency will, in its sole discretion, determine whether to qualify more than one Respondent for the Services.
4. Respondents are reminded that the forms attached to this RFP must be completed and submitted with their Qualifications Statements. See also, Exhibit C for a list of documents that must be submitted with the proposal and those that that successful Respondents must present to the Redevelopment Agency prior to the Redevelopment Agency's executing a contract for services with the Respondent.

#### 4.2 Legislation Compliance

Respondents are to submit a Certification of Political Contribution pursuant to N.J.S.A. 19:44A-20.4 *et seq.* with their proposals. A Certification form is provided as Exhibit G.

## **SECTION 5**

### **EVALUATION**

The Redevelopment Agency's objective in soliciting Qualification Statements is to enable it to select a firm, individual, or organization that will provide high quality and cost-effective services to the taxpayers of the Redevelopment Agency. The Redevelopment Agency will consider Qualification Statements only from firms, individuals, or organizations that, in the Redevelopment Agency's judgment, have demonstrated the capability and willingness to provide high quality services to the taxpayers of the Redevelopment Agency in the manner described in this RFQ. The Redevelopment Agency will consider all relevant factors, including, but not limited to:

1. Experience similar to the Services requested in the RFQ
2. Persons who will provide the Services
3. Subject experts in Redevelopment and working on Redevelopment Projects.
4. Other factors determined to be in the best interest of the Redevelopment Agency.
5. Knowledge of the City of South Amboy.

**Exhibit A**

**LETTER OF INTENT**

**(To be prepared on Respondent's Letterhead. No modifications may be made to this letter)**

South Amboy Redevelopment Agency  
c/o Eric F.M. Chubenko, Executive Director  
140 North Broadway  
South Amboy, New Jersey 08879

Date:

**Re: Letter of Intent**

Dear Mr. Chubenko:

The undersigned, as Proposer, has (have) submitted the attached Proposal in response to a Request for Qualifications (RFQ), issued by the Redevelopment Agency of South Amboy dated \_\_\_\_\_ in connection with the Redevelopment Consulting Services (the "Services"). The undersigned hereby states:

1. The Proposal contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Proposer agrees to participate in good faith in the procurement process described in the RFQ and to adhere to the Redevelopment Agency's procurement schedule.
3. Proposer acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, amendments thereto, and any other documents prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Proposer
4. Proposer hereby declares that the only persons anticipated by Proposer to perform the professional services for which this Proposal is submitted are named herein and that no person other than those herein named participated in this Proposal or will participate in any contract to be entered into between Proposer and the Redevelopment Agency. Proposer declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Proposer acknowledges and agrees that the Redevelopment Agency may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Proposer acknowledges that if it becomes the Successful Proposer and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

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

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

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

\*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the authority to bind the organization.

## Exhibit B

### **EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. *et seq.* GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Throughout the performance of the Services required under this Agreement, Respondent agrees as follows:

- a) The Respondent, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent 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 non-discrimination clause;
- b) Respondent, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c) Respondent, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d) Respondent, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- e) Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed in N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- f) Respondent agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- g) Respondent 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;
- h) Respondent agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- i) Respondent and any subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation.

**Exhibit C**

**CHECKLIST FOR ITEMS TO BE SUBMITTED WITH QUALIFICATIONS STATEMENT**

**Check  
if Provided**

1	Letter of Intent (Exhibit A)	
2	Mandatory Equal Employment Opportunity (Exhibit B)	
3	Checklist for Items to be Submitted with RFQ (Exhibit C)	
4	Statement of Ownership Disclosure Statement (Exhibit D)	
5	Non-Collusion Affidavit (Exhibit E)	
6	American with Disabilities Act of 1990-Equal Opportunity (Exhibit F)	
7	Certification of Political Contribution (Exhibit G)	

**DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION**

**Check  
if Provided**

1	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44)	
2	Certificate of Insurance Evidencing Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (or less if Umbrella coverage is present); Workers Compensation (statutory limits); and Professional Malpractice (if applicable) (\$2 million aggregate/\$1 million per occurrence) naming Redevelopment Agency as additional insured.	

**Signature: The undersigned hereby acknowledges that he/she has submitted the required documents with the Qualifications Statement and will submit the remaining required documents prior to execution of a contract with the Redevelopment Agency.**

Name of Respondent/ Firm: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

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

**Part I - Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type)

☐ Limited Liability Company (LLC)

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): \_\_\_\_\_

**Part II**

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more if its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address




**Part III - DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV - Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***South Amboy Redevelopment Agency*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***South Amboy Redevelopment Agency*** to notify the ***South Amboy Redevelopment Agency*** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***South Amboy Redevelopment Agency*** to declare any

contract(s) resulting from this certification void and unenforceable.

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

**Exhibit E**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
In the County of \_\_\_\_\_, and the State of \_\_\_\_\_, of full age, being duly sworn  
according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of  
\_\_\_\_\_, the Proposer herein, and I executed the  
Proposer with full authority to do so; that the Proposer has not directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection  
with the above-named Vendor, and that all statements contained in the Proposal and in this affidavit are true and  
correct, and made with full knowledge that the Redevelopment Agency of South Amboy relies upon the truth of the  
statements contained in the Proposal and the statement in this affidavit in awarding the contract.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey  
My Commission Expires \_\_\_\_\_

## Exhibit F

### **AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DIABLITY**

The RESPONDENT and the REDEVELOPMENT AGENCY OF SOUTH AMBOY (herein referred to as the REDEVELOPMENT AGENCY) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the REDEVELOPMENT AGENCY pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the REDEVELOPMENT AGENCY in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT shall indemnify, protect, and save harmless the REDEVELOPMENT AGENCY, 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 the alleged violation. The RESPONDENT 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 REDEVELOPMENT AGENCY'S grievance procedure, the RESPONDENT agrees to abide by any decision of the REDEVELOPMENT AGENCY, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the REDEVELOPMENT AGENCY or if the REDEVELOPMENT AGENCY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the RESPONDENT shall satisfy and discharge the same at its own expense.

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

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

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

Exhibit G

**CERTIFICATION OF POLITICAL CONTRIBUTIONS**

Name of Business Entity: \_\_\_\_\_  
(Proposer) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Name and Title)

Proposal Submitted for: \_\_\_\_\_  
(i.e., Redevelopment Agency Engineer; Attorney, etc.)

Date of Proposal: \_\_\_\_\_

STATE OF NEW JERSEY       )  
  ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, upon his/her oath deposes and says:

I am \_\_\_\_\_ of the Proposer referenced above.  
(title)

\_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Seal) Notary Public of New Jersey  
My Commission Expires \_\_\_\_\_