

# **SPECIAL PUBLIC NOTICE**

## **CY 2026-South Amboy, NJ**

### **REQUEST FOR QUALIFICATIONS/PROPOSALS:**

## **General Counsel**

#### **Introduction**

This contract is to furnish and deliver professional services for the City of South Amboy through a fair and open process in accordance with NJSA 19:44A-20.5 et seq. 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 City. The contract is open to any bidder, owner, person or firm 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 City of South Amboy.

#### **Advertising**

Advertising of the Request for Qualifications/Proposals (“RFQ/RFP”) will, at a minimum, shall include the City website at <http://www.southamboynj.gov/Notices> and City official bulletin board at least twenty (20) days prior to the submission deadline. Submissions will be required on the date specified which shall be not less than twenty (20) days following the advertisement of the RFQ/RFP.

#### **Administrative Conditions and Requirements**

The following items express the administrative conditions and requirements of the RFQ/RFP. Together with the other RFQ/RFP sections, they will apply to the RFQ/RFP process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the City of South Amboy hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFQ/RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFQ/RFP.

#### **Schedule**

The dates established for the procurement are:

|                    |                   |
|--------------------|-------------------|
| Release of RFQ/RFP | October 23, 2025  |
| Proposal Due Date  | December 11, 2025 |

## **Proposal Submission Information**

### **Submission Date and Time**

Thursday, December 11, 2025 10:00 am

One (1) original, and one (1) electronic copy on a DVD or thumb drive

Submission at:

South Amboy Clerk's Office  
South Amboy Municipal Building  
140 North Broadway  
South Amboy, NJ 08879-1642

Complete and use the Sealed Submission Label enclosed to submit your RFQ/RFP to the South Amboy Clerk at the address listed.

Only those RFQ/RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of ninety (90) days.

### **South Amboy Representative for this RFQ/RFP**

Please direct all questions in writing to:

David S. Kales, Business Administrator  
Phone 732-525-5933  
Fax 732-727-0650  
E-mail: [ba@southamboynj.gov](mailto:ba@southamboynj.gov)

### **Interpretations and Addenda**

Respondents are expected to examine the RFQ/RFP with care and observe all its requirements. All questions about the meaning or intent of this RFQ/RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the City of South Amboy's website, [www.southamboynj.gov](http://www.southamboynj.gov). Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **Cost Liability and Additional Costs**

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

### **Statutory and Other Requirements**

#### **Compliance with Laws**

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

#### **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFQ/RFP, shall be properly executed and submitted with the RFQ/RFP response.

#### **Statement of Ownership Disclosure**

No bidder / proposer shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said bidder / proposer, there is submitted a statement setting forth the type of business organization and for corporations and partnerships, the names and addresses of all stockholders in the organization who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ/RFP.

#### **Mandatory Equal Employment Opportunity Language**

No firm may be issued a contract unless it complies with the Mandatory Equal Employment Opportunity Language requirements of **N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27** as identified in the documents attached hereto.

**Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

**Bidders Affidavit Indicating They Are Not Debarred, Suspended and Disqualified**

The Bidders Affidavit Indicating They Are Not Debarred, Suspended and Disqualified, which is part of this RFQ/RFP, shall be properly executed and submitted with the RFQ/RFP response.

**Disclosure of Investment Activities in Iran/Russia/Belarus**

The Disclosure of Investment Activities in Iran/Russia/Belarus form, which is part of this RFQ/RFP, shall be properly executed and submitted with the RFQ/RFP response.

**NJ Business Registration Certificate**

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Respondent prior to the receipt of Proposals; however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

**Form W9 Request for Taxpayer Identification Number**

Required document at time of submission

### **Insurance and Indemnification**

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

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

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

### **Multiple Proposals Not Accepted**

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

### **Failure to Enter Contract**

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

### **Commencement of Work**

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

### **Termination of Contract**

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the successful Respondent violates any requirement of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

## **Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **Ownership of Material**

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner.

## **General Counsel**

Provide legal analysis and advice on all matters and procedures within the jurisdiction of the Mayor and Council and in other related matters with expertise in the area of municipal law as well as all litigation/quasi-litigation before federal and State courts, and other Federal/State agencies.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before administrative agencies and the courts.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.
5. Can demonstrate proficiency in all matters concerning statutory and case law; regarding the general powers of the Mayor and Council, and in particular, public labor law; civil practice and procedure.
6. Has experience with real estate closings and obtaining reimbursement from Green Acres funding, Planning Incentive Grants and other similar funding programs.
7. Has experience in condemnation matters, land use matters, and environmental matters.
8. Demonstrate a working knowledge of the City of South Amboy; its government; its departments, and personnel.

Other factors if demonstrated to be in the best interest of the City.

## **Payment**

Payment will be made monthly on presentation of Owner's voucher duly signed and executed. Invoices shall be submitted by the 15<sup>th</sup> of each month for the services provided in the previous calendar month.

Terms of the Contract – 2026

## **Notice of Award**

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

Contracts for award of "Fair and Open" procurements for professional services will be prepared through the office of the Business Administrator.

**CITY OF SOUTH AMBOY**

**Fair and Open Public Solicitation Process**

**PROFESSIONAL SERVICES**

**Proposal Checklist**

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

|                                                                                   |       |
|-----------------------------------------------------------------------------------|-------|
| RFP Acknowledgement                                                               | _____ |
| Sealed Submission Label                                                           | _____ |
| Administrative Conditions and Requirements                                        | _____ |
| Scope of Work                                                                     | _____ |
| Qualification Statement                                                           | _____ |
| Proof of License                                                                  | _____ |
| References                                                                        | _____ |
| Evaluation Criteria                                                               | _____ |
| Acknowledgement of Receipt of Addenda                                             | _____ |
| Business Registration Certificate                                                 | _____ |
| Form W9 Request for Taxpayer Identification Number                                | _____ |
| Non-Collusion Affidavit                                                           | _____ |
| Statement of Ownership Disclosure                                                 | _____ |
| Mandatory Equal Employment Opportunity Language                                   | _____ |
| Americans with Disabilities Act Mandatory Language                                | _____ |
| Bidders Affidavit Indicating They Are Not Debarred,<br>Suspended and Disqualified | _____ |
| Disclosure of Investment Activities in Iran/Russi/Belarus                         | _____ |

**CITY OF SOUTH AMBOY  
SEALED SUBMISSION LABEL  
FOR REQUEST FOR PROPOSAL**

**PROFESSIONAL SERVICES**

**Please Tape This Label to The Front of Your Sealed Submission**

**DO NOT OPEN**

**IMPORTANT – SEALED SUBMISSION ENCLOSED**

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

To: City of South Amboy  
140 North Broadway  
South Amboy, New Jersey, 08879-1642

**ATTENTION:**

\_\_\_\_\_

**TITLE OF SUBMISSION**

\_\_\_\_\_

**PUBLIC OPENING ON December 11, 2025 AT 10:00 AM**

\_\_\_\_\_

**RFP Acknowledgement**

**To City of South Amboy:**

The undersigned declares that he/she has read the Request for Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services as set forth herein.

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

Federal I.D. or Social Security #: \_\_\_\_\_

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

Signature of Authorized Agent: \_\_\_\_\_

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

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Acknowledgement of Receipt of Addenda**

The undersigned respondent hereby acknowledges receipt of the following Addenda:

| Addenda Number | Dated |
|----------------|-------|
| _____          | _____ |
| _____          | _____ |
| _____          | _____ |

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

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

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

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

Company: \_\_\_\_\_

**Posting will be on Internet**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY    )  
                                          )SS:  
COUNTY OF                    )

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 deposes and says that:

I am

\_\_\_\_\_  
Of the firm of \_\_\_\_\_

The Respondent making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Amboy relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor) (NJSA 52:34-15)

\_\_\_\_\_  
(Also type or print name of Affiant under signature)

Subscribed and sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2025

Notary Public  
My Commission Expires

**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 of 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 |
|---------------------------------------|----------------------------------------------------|
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | 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 |  |
|-----------------------------------------------------------------------------|--|
|                                                                             |  |
|                                                                             |  |
|                                                                             |  |

**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 noncorporate 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.**

### **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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

## **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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**COMPANY NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NOTE:** A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF **N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

## **AMERICANS WITH DISABILITIES ACT**

### **Mandatory Language**

#### Equal Opportunity for Individuals with Disabilities

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 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 regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, not preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED,  
SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY****CITY OF SOUTH AMBOY**

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 that:

I am \_\_\_\_\_, an officer of the firm of Bid for the above named work, and that I  
executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not  
included on the State of New Jersey, Department of the Treasury, Division of Property Management &  
Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in  
said Bid and in this Affidavit are true and correct, and made with the full knowledge that the City relies  
upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in  
awarding the contract for said work. The undersigned further warrants that should the name of the firm  
making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at  
any time prior to, and during the life of this Contract, including the Guarantee Period, that the City shall  
be immediately so notified by the signatory of this Eligibility Affidavit.

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

Name of Contractor \_\_\_\_\_

Address of Contractor \_\_\_\_\_  
\_\_\_\_\_

Name of Affiant \_\_\_\_\_

Title of Affiant \_\_\_\_\_

By: \_\_\_\_\_

Signature of Officer or Individual

Subscribed and Sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_

Notary Public  
My commission expires \_\_\_\_\_

**DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

**PART 1****COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS**

☐ **I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

*(Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

☐ **I am unable to certify** as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.** You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 City of South Amboy is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of South Amboy to notify the City of South Amboy 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. 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 City of South Amboy and that the City of South Amboy at its option may declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Company Name/Person/Entity*

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