SPECIAL PUBLIC NOTICE
CY 2027-South Amboy, NJ
REQUEST FOR QUALIFICATIONS/PROPOSALS:
Planning Board Planner-Engineer

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 29, 2026
Proposal Due Date	December 1, 2026

Proposal Submission Information

Submission Date and Time

Tuesday, December 1, 2026 10:00 am
One (1) original, and one (1) electronic PDF sent to BIDS@southamboynj.gov

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

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 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.

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

Terms of the Contract – 2027

Rate Schedule

Outline proposed fees, fee schedule, or other basis for compensation. Where applicable, indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation deemed appropriate to the services to be provided.

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.

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.

Planning Board Planner/Engineer

Perform professional planning and technical administrative consulting services for the Planning Board, upon authorization, including preparation of Master Plan and Land Use Ordinance Amendments; attendance at Planning Board, or other special meetings; preparation of special planning reports; assistance to the Planning Board and other staff personnel on administrative and technical matters, as required; and professional planning advisory services, as requested. The Planner will have a close working relationship with the Planning Board, Planning Board Attorney, Department of Engineering and Construction.

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. Planner shall be a New Jersey licensed Planner 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.
2. Explanation of how respondent meets the minimum requirements.
3. List of licensed professionals employed.
4. List of public entities served by the entity including dates of service.
5. The individual assigned shall have at least five (5) years' experience as a municipal planner or zoning board planner.
6. Attend regular, special and emergency meetings of the Planning Board;
7. Interact with applicable City personnel and other governmental agencies, as required.
8. Have on staff a New Jersey licensed Professional Engineer

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. Minimum of five (5) years' experience and certified as a municipal engineer.
2. All applicable licenses to perform general engineering services in New Jersey.
3. Expertise in engineering design, road construction, MLUL experience, planning engineers on staff, experience in environmental studies assessments, GIS, materials testing, surveying, traffic studies, drainage and railroad quiet zone regulations.

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.

RPF Acknowledgement _____

Sealed Submission Label _____

Administrative Conditions and Requirements _____

- Scope of Work _____
- Qualification Statement _____
- Proof of License _____
- References _____
- Evaluation Criteria _____
- Rate Schedule _____

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, Suspended and Disqualified _____

CITY OF SOUTH AMBOY
SEALED SUBMISSION LABEL
FOR REQUEST FOR PROPOSAL

2027 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 Tuesday, December 1, 2026 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.

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

_____ (NJSA 52:34-15)
(Name of Contractor)

_____
(Also type or print name of Affiant under signature)

Subscribed and sworn to
Before me this _____
Day of _____, 2026

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. l7:27-5.2, 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 thereunto, 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 DISQUALIFIEDBY 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 INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (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); or (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).