

CITY OF PERTH AMBOY

REQUEST FOR QUALIFICATIONS FOR:

BOND COUNSEL
CONSTRUCTION LITIGATION COUNSEL
ENVIRONMENTAL LAW COUNSEL
GENERAL LITIGATION COUNSEL
LABOR AND EMPLOYMENT COUNSEL
PERSONAL INJURY LITIGATION DEFENSE COUNSEL
REAL ESTATE COUNSEL
WORKERS COMPENSATION COUNSEL
TAX APPEAL COUNSEL
PLANNING BOARD ATTORNEY
ZONING BOARD OF ADJUSTMENT ATTORNEY
PUBLIC DEFENDER

***IF YOU ARE FILING FOR MULTIPLE POSITIONS, ONLY 2 HARD
COPIES AND A FLASH DRIVE ARE REQUIRED***

CONTRACT TERM

JANUARY 1, 2019 TO DECEMBER 31, 2019

SUBMISSION DEADLINE

Wednesday, October 24, 2018

10:00 A.M.

ADDRESS ALL PROPOSALS TO:

DEPARTMENT OF ADMINISTRATION
CITY HALL, 260 High Street
PERTH AMBOY, NEW JERSEY 08861

ATTN: GARY A. MUSKA, PURCHASING AGENT

Notice
Fair and Open Procurement Process

In accordance with N.J.S.A. 40A:11-2(6), the **City of Perth Amboy (the “City”)**, County of Middlesex, a municipal corporation of the State of New Jersey, has instituted a policy to negotiate agreement for professional services on the basis of demonstrated competence and qualification for the type of professional service required by the City. The **City of Perth Amboy** will require services for the following Professional Services for 2019:

***Bond Counsel * Real Estate Counsel *Zoning Board of Adjustment Attorney
* Construction Litigation Counsel * Environmental Law Counsel * General Litigation Counsel
* Labor & Employment Counsel * Personal Injury Litigation Defense Counsel
* Workers Compensation Counsel * Tax Appeal Counsel * Planning Board Attorney *Public Defender**

- **Professional Engineering Services for Special Projects and City Engineer Services**
- **Professional Architectural Services**
- **Professional Appraisal Services**
- **Professional Environmental Services**

Copies of the Requests for Proposal for the above position may be obtained on October 5, 2018 from Gary A. Muska, Purchasing Agent, 260 High Street, Perth Amboy, New Jersey 08861, (732) 826-0290 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, or can be downloaded from the City’s website: www.co.perthamboy.nj.us

These requests for proposals are being solicited through fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Sealed responses to the request are required to be submitted to the City of Perth Amboy, Division of Purchasing, City Hall, 260 High Street, Perth Amboy, New Jersey 08861 no later than **10:00 a.m. on October 24th, 2018**. The envelope containing the proposal shall be plainly marked on the outside of the sealed envelope to show the services for which the proposal is submitted. At the designated time and place for the receipt of proposals; the Business Administrator will publicly open and read the name for all of the responses received. All contracts pursuant to the fair and open process will be awarded by a majority vote of the City Council at a public meeting. Persons awarded a contract under these procedures are required to comply with the requirements for Business Entity Disclosure Certification, Equal Employment Opportunity laws and regulations, Americans with Disabilities Act of 1990, P.L. 2004, C19, “The New Jersey Local Unit Pay-to Play law (N.J.S.A. 19:44A-20.4 et seq).and New Jersey Campaign Contributions and Expenditure Reporting Act. (N.J.S.A. 19:44-1 et seq.). Further information as to these requirements is contained in the proposed packets available in the Administrator’s Office.

Persons interested shall submit to the City such information as is required in the Request for Proposals.

Gary A. Muska, QPA, RPPO
Purchasing Agent
City of Perth Amboy
260 High Street
Perth Amboy, New Jersey 08861
Telephone: (732) 826-0290 Ext. 4010
Facsimile: (732) 826-4205

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

CITY OF PERTH AMBOY
260 High Street
PERTH AMBOY, NJ 08861

CONTACT PERSON

GARY A. MUSKA
PURCHASING AGENT
DEPARTMENT OF ADMINISTRATION
(732) 826-0290

PURPOSE OF REQUEST

The CITY OF PERTH AMBOY is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for **LEGAL SERVICES** from experienced law firms in response to this Request for Qualifications (RFQ) to provide legal services to the City of Perth Amboy. The term of such agreement will be for a one year period covering 01/01/19 to 12/31/19. Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. The City of Perth Amboy may select one or more law firms to provide the services requested herein.

CONTRACT FORM

The successful proposer shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions and certification of compliance with the City Code of Public Contracting. (ORD 1427-2008 available on the city web site, www.ci.perthamboy.nj.us) The successful proposer shall be required to execute the City's form contract.

CITY OF PERTH AMBOY FACTS AND FIGURES

The City of Perth Amboy is a municipal government entity. The City was founded in 1683 and chartered in 1718 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City of Perth Amboy is a municipal government entity. The City was founded in 1683 and chartered in 1718 and operates pursuant to N.J.S.A. 40A:61-1 et seq. The City's population is approximately 52,000 and it consists of approximately 4.7 square miles of area.

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

SECTION 1 (INFORMATION TO RESPONDENTS)

1.1 Procurement Process and Schedule

The City of Perth Amboy (the “City”) has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive process to assure that each Respondent is provided an equal opportunity to submit Proposal Statements. Responses to the RFQ will be evaluated in accordance with the criteria set forth in later section(s) of this RFQ, which will be applied in the same manner to each Proposal Statement received. This procurement process is subject to the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.5 et seq.), the City’s Pay-to Play policy as codified at Section 98-1 et seq. of the City Code (“Contributions by Public Contractors”), and is undertaken in accordance with the City’s “Fair and Open Competition for Professional Services Contracts” policy, codified at Section 98-21 et seq. of the City Code.

Proposal Statements will be reviewed and evaluated by the City to determine whether a Qualified Respondent has met the minimum professional and administrative criteria described in this RFQ. Each Respondent that meets the requirements of the RFQ will be designated as a Qualified Respondent. Based upon the totality of the information contained in the Proposal Statements, including information about the reputation and experience of each Respondent, the City shall rank the Qualified Respondents. Thereafter, the City shall attempt to negotiate an agreement for the services with the highest ranking Qualified Respondent. If the City is unsuccessful in that regard, it may, in its discretion, attempt to negotiate an agreement with the next highest ranked Respondent and, in its sole discretion, the City may continue with this process unless and until it completes successful negotiations or determines to abandon the process.

The RFQ process commences with the issuances of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The City reserves the right to, among other things, amend, modify, alter or cancel the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed, in writing, to the City’s Designated Contact Person as set forth herein. Subsequent to issuance of this RFQ, the City may modify, supplement or amend this RFQ through issuance of written addenda to all Respondents who have received a copy of this RFQ, or otherwise abandon this procurement process in its sole discretion.

If awarded an agreement, each Qualified Respondent shall be required to submit a Certificate of Insurance evidencing Workers Compensation (statutory limits); and Professional Liability (\$2 million aggregate/\$1 million per occurrence) naming the City as additional insured.

REQUEST FOR QUALIFICATIONS

INTRODUCTION AND PURPOSE

Firms are required to read and understand all information contained within the entire package. By responding to this RFQ, the candidate agrees to read and understand these documents.

NOTICE IS HEREBY GIVEN that the City of Perth Amboy seeks qualifications from qualified candidates to serve as legal counsel to the City, as may be needed, to advise and defend the municipality and its agents in matters that may arise in the following areas of law:

SELECTION CRITERIA:

The following factors will be taken into consideration and weighed by the City of Perth Amboy as the basis for selecting qualified attorneys to provide professional services under terms most advantageous to the City:

1. Experience and credentials in the specific field of expertise;
2. References and record of success in the specific area of law;
3. Proposed fee arrangement;
4. Interview and/or demonstrated ability to competently handle the matters;
5. Educational background, awards and honors;
6. Prior successful representation of the City of Perth Amboy.

PROPOSAL LIMITATIONS - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at their sole discretion to not select any proposal submitted. A contract for the provision of legal services, if awarded, will be awarded pursuant to the Fair and Open process defined by New Jersey Statute 19:44A-20.7 and Perth Amboy City Ordinance for Professional Service Contracts.

1.2 Conditions Applicable to RFQ

Upon submission of a Proposal Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal Statement:

- This document is an RFQ and does not constitute a Request for Qualifications (“RFQ”).
- This RFQ does not commit the City to award a contract for the services contemplated by this RFQ.
- The City reserves the right to reject for any lawful reason any and all responses from Respondents or to decline to qualify any Respondents to the RFQ from further consideration for the services contemplated by this RFQ.
- The City reserves the right to seek additional information, waive any requirements or reject any Respondent that submits incomplete responses to this RFQ.
- The City reserves the right to determine those Respondents that are qualified to perform the services contemplated by this RFQ, and to rank Qualified Respondents in the order determined by the City in accordance with the criteria set forth herein and in the sole discretion of the City.

- The City reserves the right, without prior notice, to supplement, amend, modify or abandon this RFQ, or otherwise request additional information from any respondent.
- All Proposal Statements shall become the property of the City and will not be returned.
- All Proposal Statements will be made available to the public at the appropriate time, as determined by the City in accordance with law.
- The City may request that Qualified Respondent(s), or any of them, be interviewed by the City as part of the RFQ process.
- Any and all Proposal Statements not received on or before the time set herein for receipt will not be considered.
- Neither the City, its staff, consultants or advisors shall be liable for any claims for damages resulting from the solicitation of Proposal Statements or preparation of RFQ, nor there any reimbursement to Respondents for the cost of preparing and submitting a Qualifications Statement or for participating in this procurement process.
- The City of Perth Amboy shall authorize the use of professional services from those applicants that best meets the needs of the City, but reserves the right to not select from any of the proposals submitted. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.

1.3 Rights of the City of Perth Amboy

In addition to Section 1.2 hereof, the City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms 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 City deems necessary or convenient, to clarify the information provided as part of the Qualifications Statements and to request additional information to support the information included in any Proposal Statement.
- To suspend or terminate the procurement process described in the RFQ at any time. If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

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

1.4 Addenda or Amendments to RFQ

During the period between issuance of the RFQ and the submission date for responses to the RFQ, the City may issue addenda, amendments or answers to written inquiries, which will be provided to all Respondents who have received a copy of the RFQ, and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the designated submission date.

1.5 Cost of Preparation

Each Proposal Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of Proposal Statements or other information required by the RFQ.

1.6 Format

Responses should cover all information requested in this RFQ. Responses which in the judgment of the City fail to meet the requirement 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.

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SECTION 2 (SCOPE OF SERVICES)

DESCRIPTION OF PROFESSIONAL SERVICES NEEDED:

1. BOND COUNSEL

Bond Counsel will represent the interests of the municipality in connection with public financing, providing legal advice and opinions and drafting financing documents concerning particular projects and issues. Bond counsel works closely with the City's Chief Financial Officer and Business Administrator and must be a Designated Bond Counsel by the State of New Jersey.

The City has established a service rate for Bond Counsel as per schedule submitted by proposer.

2. CONSTRUCTION LITIGATION COUNSEL

Legal counsel will advise the City on municipal construction projects, review and advise the City on construction bids and contract documents and may handle litigation arising from construction projects.

The City has established a service rate of \$150.00 per hour.

3. ENVIRONMENTAL LAW COUNSEL

Legal counsel will advise the City on compliance with federal and state environmental laws and regulations and may give advice in such areas as Brownfield designations, remediation, and hazardous waste, solid waste and recycling. Legal counsel may also represent the City in connection with environmental litigation.

Legal counsel will advise the City on real estate law and transactions in the municipal setting, may draft deeds, easements, rights of way and related documents and may represent the interests of the City in real estate transactions and disputes.

The City has established a service rate of \$150.00 per hour.

4. GENERAL LITIGATION COUNSEL

Legal counsel will represent the interests of the municipality and public officials in connection with civil litigation of various types, excluding personal injury and worker's compensation.

The City has established a service rate of \$150.00 per hour.

5. LABOR AND EMPLOYMENT COUNSEL

Legal counsel will advise the City on labor and employment matters for both unionized and non-unionized employees in a Civil Service jurisdiction. Counsel may represent the City in arbitrations, matters before the New Jersey Public Employment Relations Commission, New Jersey Civil Service Commission, Office of Administrative Law and Department of Labor.

The City has established a service rate of \$150.00 per hour.

6. PERSONAL INJURY LITIGATION DEFENSE COUNSEL

Legal counsel will represent the City in defense of personal injury claims filed in the Superior Court of New Jersey and will provide legal advice in connection with the New Jersey Tort Claims Act and defense and immunities applicable to the municipality.

The City has established a service rate of \$150.00 per hour.

7. REAL ESTATE COUNSEL

Legal counsel will advise the City on real estate law and transactions in the municipal setting, may draft deeds, easements, rights of way and related documents and may represent the interests of the City in real estate transactions and disputes.

The City has established a service rate of \$150.00 per hour.

8. WORKERS COMPENSATION DEFENSE COUNSEL

Legal counsel will provide legal advice to the City administration on worker's compensation claims and will represent the interests of the City in connection with worker's compensation petitions, will interact with the City's third-party insurance administrator and will attend meetings of the City Insurance Committee.

The City has established a service rate of \$150.00 per hour.

9. TAX APPEAL COUNSEL

Legal counsel will provide advice and counsel to the City Tax assessor and City administration and will represent the City in connection with both residential and commercial tax appeals.

The City has established a service rate of \$150.00 per hour.

10. PLANNING BOARD ATTORNEY

Legal counsel will, provide representation of the Board at meetings and in litigation, including but not limited to, preparation of pleadings, motions, and discovery documents; participating in all discovery including attendance at all depositions; participation in and attendance at settlement conferences, pre-trial motions and trials, and attendance at all matters relating to Planning. As to matters that may be charged to developer escrows by ordinance, on which are billed beyond salary as set by the Board, the attorney shall be paid an hourly fee as established by City policy.

The City has established a service rate of \$150.00 per hour.

11. ZONING BOARD OF ADJUSTMENT ATTORNEY

Zoning Board of Adjustment Attorney will provide representation to the Zoning Board in all matters, and in litigation, including but not limited to, preparation of pleadings, motions, and discovery documents; participation in all discovery including attendance at all depositions; participation in and attendance at settlement conferences, pre-trial motions and trials of matters relating to Zoning. As to matters that may be charged to developer escrows by ordinance, the attorney shall be paid an hourly fee as established by City policy.

The City has established a rate of \$150.00 per hour for these legal services.

12. PUBLIC DEFENDER

The City of Perth Amboy desires to appoint a New Jersey licensed attorney or a firm of attorneys to represent the City of Perth Amboy as a Public Defender. Defend individuals charged with non-indictable offenses, when assigned to do so by the Judge of the Municipal Court of the City of Perth Amboy and shall perform such other duties on behalf of said defendants as provided by law and the rules governing the courts of the State of New Jersey.

- Compensation will be negotiated pertaining to case mater

NOTE: Counsel may also be called upon to provide other types of legal services of a specialized nature.

MINIMUM QUALIFICATIONS FOR EACH ATTORNEY POSITION:

- a. Licensed New Jersey Attorney;
- b. Minimum of Ten (10) years of substantial legal experience in the applicable legal specialty.
- c. No record of disciplinary sanctions or legal malpractice judgments or settlements in the last seven (7) years.
- d. Compliance with the State of New Jersey Disclosure Requirements and the City of Perth Amboy Code of Public Contracting Ordinance.
- e. No conflict of interest with identified parties.
- f. Compliance with New Jersey Local Public Contract Law requirements.
- g. Applicants for Bond Counsel must be on the State of New Jersey list of Designated Bond Counsel.

SECTION 3 (SUBMISSION REQUIREMENTS)

3.1. General Requirements

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Responder References Requirements

Attorneys shall disclose defaults on contracts and status of current and prior litigation of firm with explanation, together with all defaults, breaches or failure to perform agreements with governmental agencies.

3.3 Legislative Compliance Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

3.4 Proposal Requirements

Proposal Statements must be submitted to, and be received by the City of Perth Amboy's *Designated Contact Person*, via mail or hand delivery on or before **Wednesday, October 24, 2018 at 10:00 a.m.** prevailing time.

Designated Contact Person:

Gary A. Muska, Purchasing Agent
260 High Street
Perth Amboy, NJ 08861

Proposal Statements will not be accepted by facsimile transmission or e-mail. Respondents must submit an **original, two (2) hard copies and two electronic files (CD/DVD/Flash Drive)** of their Proposal Statements to the Designated Contact Person (see above) in a sealed package(s) and the word "CONFIDENTIAL" clearly marked on the outside along with the following information also on the outside of the envelope:

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

CITY OF PERTH AMBOY

CHECKLIST

APPRAISAL SERVICES PROPOSAL - SUBMISSION DATE: October 24, 2018 – WEDNESDAY

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

	INITIAL BELOW LEFT
<u>An original and one (1) signed copy of your complete proposal</u>	_____x_____
Authorized Signatures on all forms	_____x_____
Attachment A (Mandatory Equal Employment Opportunity Notice Acknowledgement)	_____x_____
Attachment B (Americans with Disabilities Act of 1990)	_____x_____
Attachment C (Business Entity Disclosure - Certification)	_____x_____
Attachment D (Business Entity Disclosure – Non-Collusion)	_____x_____
Attachment E (Business Entity Disclosure – Statute).....	_____x_____
Attachment F (Business Entity Disclosure - City Code 1479- 2009).....	_____x_____
Attachment G (Business Entity Disclosure - City Code 1739- 2014)... ..	_____x_____
Attachment H (Statement of ownership disclosure)	_____x_____
Attachment I (Certification of No Disciplinary Sanctions or Professional Negligence)...	_____x_____
Attachment J (Insurance Requirement Acknowledgement Form).....	_____x_____
Attachment K (Letter of Intent).....	_____x_____
Attachment L (Disclosure of Investments Activities in Iran).....	_____x_____

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Person, Firm or Corporation

By: _____ (Name) _____ (Title)

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127), N.J.A.C. 17:27)
GOODS, PROFESSIONAL AND GENERAL SERVICES CONTRACTS

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

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

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

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

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

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

ATTACHMENT A – Cont.

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

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

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

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

Name of Appraisal Services Member: _____

Signature: _____ Date: _____

Title: _____

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

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

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

Part I – Vendor Affirmation

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address	% Own

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Subscribed and sworn before me this _____ day of _____, 2018.	
(Witnessed or Attested by): _____	My commission expires: _____
Printed Name of Affiant: _____	Date: _____

ATTACHMENT D
CITY OF PERTH AMBOY
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

ss:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

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

Subscribed and sworn before me this _____ day of _____, 2018.

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

Printed Name of Affiant: _____ *Date:* _____

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form. **“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

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

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

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

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

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

Temporary and Executing

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

~~~~~

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

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

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

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

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

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

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

**ATTACHMENT F**  
**CITY OF PERTH AMBOY**  
**PROFESSIONAL BUSINESS ENTITY CERTIFICATION COMPLIANCE WITH**  
**CITY'S CODE OF PUBLIC CONTRACTING ORDINANCE**  
**(1479-2009)**

---

Name of Professional Business Entity Contractor

---

Address

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

1. I am an authorized representative of the above named Professional Business Entity.
2. I have read the attached Perth Amboy City Ordinance 1479-2009. An Ordinance limiting Contributions by Public Contractors.
3. I have read and understand the definition of "Professional Business Entity" as set forth in paragraph 1(c) of said ordinance.
4. Pursuant to section 2 of the ordinance, I hereby certify under penalty of perjury that the above named "Professional Business Entity" has not made a contribution in violation of the ordinance.

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

---

Signature

---

Type or Print Name

---

Title

---

Date

# AN ORDINANCE LIMITING CONTRIBUTIONS BY PUBLIC CONTRACTORS

(Amended 9-23-2009 by Ord. No. 1479-2009)

## 98-1. Prohibition on awarding public contracts to certain contributors.

- A. To the extent that it is not inconsistent with state or federal law, the City of Perth Amboy and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity, including those awarded pursuant to any process including a fair and open process, if such professional business entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any Perth Amboy municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Perth Amboy or Middlesex County party committee, or (iii) to any political action committee (PAC) that regularly engages in the support of Perth Amboy or Middlesex County elections and/or municipal or county parties, in excess of the thresholds specified in subsection (d) within one (1) calendar year immediately preceding the date of the contract or agreement. A business entity that is awarded a contract by the city may not make any such contribution during the term of the contract and for twelve calendar months thereafter.
- B. No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by N.J.S.A. 40A:11 et seq. or the "Fair and Open" Process pursuant to N.J.S.A. 19:44A-20 et seq.) with the municipality or any departments thereof, for the rendition of professional services, or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (i) any Perth Amboy candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Perth Amboy or Middlesex County party committee, or (iii) to any PAC that regularly engages in the support of Perth Amboy or Middlesex County elections and/or municipal or County parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.
- C. For purposes of this Article, a "professional business entity" and a "vendor" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers (in the aggregate) employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.
- D. Any individual meeting the definition of "professional business entity" or "vendor" under this section may annually contribute a maximum of three hundred dollars (\$300.) each for any purpose to any candidate for mayor or governing body, or three hundred dollars (\$300.) to the City of Perth Amboy party or five hundred dollars (\$500.) to the Middlesex County party committee or to a PAC referenced in this ordinance, without violating subsection (a) of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officers of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of two thousand five hundred dollars (\$2,500.) to all City of Perth Amboy candidates and officeholders with ultimate responsibility for the award of the contract, and all City of Perth Amboy or Middlesex County political parties and PACs referenced in this ordinance combined, without violating Subsection A. of this section.
- E. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
  - (1) The Mayor or Governing Body of Perth Amboy, if the contract requires approval or appropriation from the Mayor or Governing Body.
  - (2) The Mayor of the City of Perth Amboy, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

**§ 98-2. Contributions made prior to the effective date of this Article.**

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity or vendor to any City of Perth Amboy candidate for Mayor or Governing Body, or City of Perth Amboy or Middlesex County party committee or PAC referenced in this Article shall be deemed a violation of this Article, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this Article.<sup>1</sup>

<sup>1</sup>Editor's Note: This Article was originally adopted June 25, 2008 as Ordinance No. 1479-2009 and was amended in its entirety September 23, 2009 by Ord. No. 1479-2009.

**§ 98-3. Contribution statement by professional business entity and vendor.**

- A. Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor with a value of seventeen thousand five hundred dollars (\$17,500.) or more, the City of Perth Amboy or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section 98-1 of this Article.
- B. The professional business entity and vendor shall have a continuing duty to report any violations of this Article that may occur during the negotiation, proposal process or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Perth Amboy, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

**§ 98-4. Return of excess contributions.**

A professional business entity, vendor, or municipal candidate or officeholder, or City of Perth Amboy or Middlesex County party committee or PAC referenced in this Article, may cure a violation of Section 98-1 of this Article, if, within 4 days after the date on which the applicable ELEC Report is published, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or officeholder, City of Perth Amboy or Middlesex County political party or PAC referenced in this Article.

**§ 98-5. Exemptions.**

The contribution limitations prior to entering into a contract in Section 98-1A do not apply to contracts which are required by law to be awarded to the lowest bidder.

**§ 98-6. Breach and penalty.**

- A. It shall be a breach of the terms of the City of Perth Amboy professional service agreement or agreement for goods or services for a business entity to: (i) make or solicit a contribution in violation of this Article; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of City of Perth Amboy; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this ordinance; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this Article; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this ordinance. The city may exercise any and all rights and remedies available to it under the agreement and at law in the event of breach.
- B. Furthermore, any professional business entity who violates Section 98-6A (ii–vii) shall be disqualified from eligibility for future City of Perth Amboy contracts for a period of four (4) calendar years from the date of the violation.

# ATTACHMENT G

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

---

Name of Professional Business Entity Contractor

---

Address

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

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

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

---

Signature

---

Type or Print Name

---

Title

---

Date

## **ORDINANCE NO. 1739-2014**

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

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

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

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

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

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

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

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

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

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

**3.** Any architect, engineer, construction manager or project manager ("Project Professional") that performs

work in connection with any significant public work project, including building construction, alteration or renovation work, shall satisfy the requirements of this ordinance that relate to Project Professionals.

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED:  
Joel Pabon, Sr.  
Council President

ATTEST:  
Elaine M. Jasko  
City Clerk

APPROVED:  
Wilda Diaz  
Mayor

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

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

# ATTACHMENT H

## 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 |
|---------------------------------------|----------------------------------------------------|
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |

**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 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.**

| 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 **<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:  |  |

**ATTACHMENT I**

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

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

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

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

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

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

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

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

|                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this _____ day of _____, 2018.<br>(Witnessed or Attested by): _____ My commission expires: _____<br><i>Printed Name of Affiant:</i> _____ <i>Date:</i> _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# ATTACHMENT J

## CITY OF PERTH AMBOY

### INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

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

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

#### Professional Liability Insurance

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

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

Acknowledgement of Insurance Requirement:

---

(Signature)

---

(Date)

---

(Printed Name and Title)

# ATTACHMENT K LETTER OF INTENT

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

[Insert Date]

Gary A. Muska, Purchasing Agent  
260 High Street  
Perth Amboy, NJ 08861

Re: The CITY OF PERTH AMBOY is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for LEGAL SERVICES from experienced law firms in response to this Request for Proposals (RFQ) to provide legal services to the City of Perth Amboy. The term of such agreement will be for a one year period covering 01/01/18 to 12/31/18. Proposals will be evaluated in accordance with the criteria set forth in this RFQ. The City of Perth Amboy may select one or more law firms to provide the services requested herein.

Dear Mr. Muska:

The undersigned, Qualified Respondent, has submitted the attached Proposal Statement in response to a Request for Proposals (RFQ), issued by the City of Perth Amboy (the "City") dated October 24, 2018, in connection with the City's need for Legal Services. The undersigned hereby states:

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

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

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

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

# ATTACHMENT L

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

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

### PART 1: CERTIFICATION

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

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

#### PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**NO addenda were received:**

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

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

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

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

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