



PERTH AMBOY REDEVELOPMENT AGENCY

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL EXECUTIVE DIRECTOR SERVICES

CONTRACT TERM

March 6, 2018 through February 28, 2019

SUBMISSION DEADLINE

Thursday, February 15, 2018

ADDRESS ALL RESPONSES TO:

**PERTH AMBOY REDEVELOPMENT AGENCY
260 High Street
Perth Amboy, New Jersey 08861
ATTN: Chairperson Wilda Diaz**

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GENERAL INFORMATION & SUMMARY

Organization Requesting Proposal

Perth Amboy Redevelopment Agency
260 High Street
Perth Amboy, New Jersey 08861

Contact Person

Chairperson Wilda Diaz
Perth Amboy Redevelopment Agency
260 High Street
Perth Amboy, New Jersey 08861
wdiaz@perthamboynj.org
732-826-7121

Purpose of Request

The Perth Amboy Redevelopment Agency is abandoning its RFP for Executive Director Services as it did not render qualified responses. Instead, PARA is requesting qualifications from individuals and firms (“contractor(s)” or “proposer(s)”) to provide Professional Executive Director Services. Qualifications will be evaluated in accordance with the criteria set forth in this Request. PARA may select one or more proposer to perform some or all the services described in this request for qualifications.

Period of Contract

March 6, 2018 through February 28, 2019.

Contract Form

The successful proposer(s) shall be required to execute PARA’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by contractor shall be considered a release in full of all claims against the PARA arising out of, or by reason of, the work done and materials furnished under this contract.

Proposal Submission

One (1) unbound original, five (5) bound copies and an electronic version (pdf) of the proposal, complete with all required information, shall be submitted and received by hand delivery, certified mail/return receipt requested or overnight courier on or prior to the **Thursday, February 15, 2018 4:00 pm** deadline.

Questions should be submitted via email to wdiaz@perthamboynj.org. Questions will be received until **January 31st 2018**.

Respondents must prepare their response using a complete cost proposal, including any addenda issued by PARA prior to the date established for submission of the cost proposal. Neither PARA, its agents, nor employees shall be responsible for any errors, omissions, incomplete submissions or misinterpretations resulting from the respondent's use of an incomplete proposal in preparing or submitting its response.

Each response and all required information pursuant to the Request for Qualifications shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against PARA, its staff, or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the response or other information related in any way to the proposal.

DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL EXECUTIVE DIRECTOR SERVICES

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's population is approximately 60,000 within 4.7 square miles of area. The city is growing economically and in population.

The Perth Amboy Redevelopment Agency (PARA) is the redevelopment arm of the City. It is PARA's responsibility to direct and oversee all redevelopment activities within the designated redevelopment areas, including but not limited to: implementation of the redevelopment plan, assessment of redevelopment proposals, negotiation of redeveloper agreements, general oversight of construction activities and project schedules, liaison between the various redevelopers and State, County and local government offices, and redevelopment activities.

Nature/Scope of Services

The Perth Amboy Redevelopment Agency is requesting qualifications for Executive Director Services, including such items as providing advice on redevelopment law and redevelopments plans, preparing redevelopment contracts and other documents, providing land use and condemnation services, conveying real property and interests therein, financing and relocation assistance and such other services as may be required in connection with the designation, planning and implementation of redevelopment projects. Counsel will also be called upon to provide advice concerning laws and regulations applicable to the operations of a redevelopment agency such as the OPM Act, LPC Law, Ethic Laws and the PTP Law.

STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATION

Proposers shall submit technical qualifications which contain the following and meet the following requirements:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The executive director of a redevelopment agency shall have attained a degree from an accredited four year college or university in a public administration, social science or other appropriate program, and shall have at least five years' experience in public administration, public finance, realty, or similar professional employment. A master's degree in an appropriate program may substitute for two years of that experience. The executive director holding that position at the time this act becomes effective, possessing the required work experience and holding appropriate certification from the National Association of Housing and Redevelopment Officials, or equivalent certification from a nationally recognized professional association in the housing and redevelopment field, shall not be required to meet the educational requirement, except as otherwise provided in section 45 of P.L. 1992, c.79 (C.40A:12A-45) and shall be deemed qualified for continued employment as executive director of the agency in which he holds that post and eligible for equivalent employment in any other local redevelopment agency in this State. The executive director shall serve at the pleasure of the commissioners of the agency, and may be relieved of his duties only after 120 days' notice. The redevelopment agency may provide that the executive director shall be the appointing authority for all or any portion of the employees of the agency. The executive director shall assign and supervise employees in the performance of their duties.
- C. Proposer must have the ability to perform the required services in a timely manner including familiarity with the design environment as requested by PARA.
- D. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
- E. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other redevelopment agencies, city governments and other levels of government. Contact information for the recipients of the similar services must be provided. PARA may obtain references from any of the parties listed.
- F. Please provide a description of any other area(s) of expertise in municipal redevelopment proposer may possess that have not been included in the response provided above.
- G. Please list any seminars given and/or articles written and published on any redevelopment topics.

- H. Please list any current offices held in any municipality or local government related to legal organizations;
- I. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- J. A statement that the proposer will comply with the General Terms and Conditions required by PARA and enter into the PARA's standard Professional Services Contract.
- K. A fee proposal indicating the basis of the fee, whether lump sum, hourly rate or otherwise, together with a statement of the hourly rate or other fee basis.
- L. Preference shall be given to individuals who have completed the New Jersey Local Housing Authority and Redevelopment Agency training program.

Specialized Requirements of Technical Qualification

Proposers must demonstrate extensive and concentrated experience and expertise in all facets of redevelopment law and regulations applicable to the redevelopment process.

Cost Proposal

Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). **Please note, PARA has established a rate note to exceed \$165/HR for ALL work billed to the agency.**

Proposal Evaluation

PARA will select the most advantageous proposal based on the evaluation factors set forth at the end of this Request for Qualifications. PARA will make the award(s) that is in the best interest of the City. This request is made by a fair and open process as defined by law. The decision of PARA as to what constitutes a fair and open process shall be final.

Each proposal must satisfy the objectives and requirements detailed in this Request for Qualifications. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. PARA reserves the right to:

- A. Not select any of the proposals.
- B. Select only portions of a particular proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)

- C. Award a contract or contracts for the requested services at any time within one calendar year after review of the qualifications and approval of same by PARA. Every proposal shall be valid through this time period.

PARA shall not be obligated to explain the results of the evaluation process to any proposer.

Proposal Limitations

This Request for Qualifications 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 PARA by issuance of this Request for Qualifications. PARA reserves the right to refuse any proposal submitted.

Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by PARA to the proposer in connection with this Request for Qualifications shall remain the property of PARA. When in tangible form, all copies of such information shall be returned to PARA upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by PARA or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this Request for Qualifications and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

GENERAL TERMS AND CONDITIONS

- A. PARA 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.
- B. In case of failure by the successful proposer, PARA may procure services from other sources.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Worker's Compensation, General, Professional and Automobile Liability.
- D. Each proposal must be signed by the person authorized to do so.
- E. The contract shall be in effect through February 28, 2019 unless otherwise stated.
- F. Qualifications may be hand delivered or mailed consistent with the provisions of the notice to proposers. They must be received by the date and time set forth on the cover sheet. In the case of mailed proposals, PARA assumes no responsibility for proposals

received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

- G. Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- H. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, PARA's Executive Director's decision shall be final and conclusive.
- I. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save PARA harmless in any case of any such infringement.
- J. No proposer shall influence, or attempt to influence, or cause to be influenced, any PARA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- K. No proposer shall cause or influence, or attempt to cause or influence, any PARA employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- L. PARA shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- M. The checklist, affidavits, notices and the like presented in this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

The contract shall be awarded based upon the following evaluation factors:

- A. Qualifications of Project Team - Relevance and extent of qualifications, experience, reputation and training of personnel to be assigned.
- B. Experience with Perth Amboy – Knowledge of the City of Perth Amboy and the subject matter address under this engagement.
- C. Experience with Similar Projects - History of the consultant and the team members thereof in the development and operation of similar projects.
- D. Complete Proposal - Compliance with all Standard Requirements of Technical Qualification.
- E. Cost Proposal - Reasonableness of the proposed fee for completion of the scope of work described above.

Each reviewer will evaluate each Proposal, assigning a raw score for each criterion on a scale of 0 to 10 as follows:

- Outstanding (9-10): depth and quality of response offers significant advantages
- Superior (7-8): exceeds RFP requirements with no deficiencies
- Sufficient (5-6): meets RFP requirements with no significant deficiencies
- Minimal (3-4): meets RFP requirements but contains some significant deficiencies
- Marginal (1-2): comprehends intent of RFP but contains many significant deficiencies
- Unsatisfactory (0): requirements not addressed and lack of detail precludes adequate evaluation.

Weighting factors will then be applied to each of the reviewer’s raw scores for each criterion to arrive at a total weighted score as follows:

RFP Evaluation Criteria	Weighting Factor (Applied to Raw Score)	Maximum Weighted Points
Qualifications of Project Team	3.5	35
Experience with Perth Amboy	2.5	25
Experience with Similar Projects	2.0	20
Cost Proposal	1.5	15
Complete Proposal	0.5	5
Total Possible Points		100

REQUEST FOR QUALIFICATIONS CHECKLIST

This checklist must be completed and submitted with your proposal.

Please initial below, indicating that your proposal includes the itemized document.

A proposal submitted without the follow document is cause for refusal.

INITIAL BELOW

- A. Original, nine (9) signed copies & electronic file of the complete proposal _____
- B. Mandatory Equal Opportunity Language (Exhibit A) _____
- C. Non-Collusion Affidavit (Exhibit B) _____
- D. Statement of Ownership (Exhibit C) _____
- E. Pay to Play Ordinance Acknowledgement (Exhibit D) _____
- F. Current Company W-9 _____
- G. Business Registration Certificate _____
- H. Affirmative Action Statement (Exhibit E) _____
- I. Disclosure of Investment Activities in Iran (Exhibit F) _____
- J. Americans with Disabilities Act Statement (Exhibit G) _____
- K. Political Disclosure Form (Exhibit H) _____
- L. Authorized Signature on All Forms _____

Note: N.J.S.A. 52:32-44 provides that PARA 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 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: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A – MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A.:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 City employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable City 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 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 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report From AA302

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

EXHIBIT B – 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 PARA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED 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 TO

_____ BEFORE ME THIS _____ DAY

OF _____, 20__

(TYPE OR PRINT NAME OF AFFIANT UNDER
SIGNATURE)

Notary Public of
My Commission Expires: _____, 20__.

EXHIBIT C – STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The BIDDER is (Check One):

Individual Partnership P.A. P.C. L.L.C.
 L.L.P. Corporation Joint Venture Other (Specify):

I Certify That:

No Individual Person or Entity Owns a 10% of Greater Interest in the Bidder

OR

The Names and Addresses of All Persons and Entities Who Own a 10% or Greater Interest in the Bidder or Any Listed Entities are as Follows:

NAME:	ADDRESS:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Check here if additional sheets are attached.

Check here to certify that no person or entity, except for those already listed above or on any attached sheets, owns a 10% or greater interest in the Bidder or any listed entities.

NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If any entity owns a 10% or greater interest in the Bidder, list all owners of 10% or greater interest for each such entity. Repeat process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

EXHIBIT D – CITY OF PERTH AMBOY PAY TO PLAY ORDINANCE

ARTICLE I 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.¹

¹Editor'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 30 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.

§§ 98-7—98-10. Reserved.

ARTICLE II Redeveloper Contributions

[Amended 9-23-2009 by Ord. No. 1480-2009; amended in entirety 8-10-2016 by Ord. No. 1819-2016]

§ 98-11. Findings.

[Amended 8-10-2016 by Ord. No. 1819-2016]

Developers, sometimes at the request of candidates for local elected office or political party officials, make substantial political contributions to the election campaigns of local candidates, and to the political parties that support them.

The local government officials are, once elected or appointed, responsible for deciding the terms of a redevelopment agreement.

Political contributions from developers entering into agreements for redevelopment projects approved by the elected officials who receive such contributions raise reasonable concerns on the part of taxpayers and residents as to their trust in the process of local redevelopment, including but not limited to redevelopment decisions on tax abatements, zoning densities, publicly funded infrastructure improvements, and acquisition of property rights pursuant to eminent domain.

The Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. provides a mechanism to empower and assist local governments in efforts to promote programs for redevelopment.

N.J.S.A. 40A:12A-8 allows municipalities or a designated redevelopment entity to enter into agreements with redevelopers for planning, replanning, construction or undertaking of any project or redevelopment work without public bidding and at such prices and upon such terms as it deems reasonable within areas designated for redevelopment.

N.J.S.A. 40A:12A-11 provides that redevelopment entities are instrumentalities of the City of Perth Amboy.

Both the exceptions to the Open Public Meetings Act, more specifically N.J.S.A. 10:4-12(b), and N.J.S.A. 40A:12A-8 provide that discussions about the negotiations for such agreements can be conducted in executive session, provided the full terms of any such agreements are discussed and approved in open session.

The City of Perth Amboy has previously or may in the future declare certain areas of the City of Perth Amboy to be Areas in Need of Redevelopment under the Local Redevelopment and Housing Law, and has or may adopt an amended Redevelopment Plan.

Given the potential of negotiating with private parties or redevelopers and the entering into agreements with such redevelopers without a formal public bidding process, as permitted by the Local Redevelopment and Housing Law, it is necessary to establish certain limitations on political contributions which may undermine public confidence in any redevelopment effort.

The restriction against local political contributions contained herein does not impair in any way the remaining opportunities for such redevelopers to speak, write and publish their sentiments about local elections and candidates or to volunteer or associate with campaigns of their own choosing.

§ 98-12. Policy.

[Amended 8-10-2016 by Ord. No. 1819-2016]

The policy of the City of Perth Amboy is that any entity or individual seeking to enter into a redevelopment agreement or amendment thereto or is otherwise seeking to obtain rights to develop pursuant to a redevelopment agreement, who makes substantial political contributions to City of Perth Amboy elected officials, candidates for such positions and local and county political committees, will be ineligible to receive such agreements, or rights from the City of Perth Amboy.

§ 98-13. Redevelopment agreements under the Local Redevelopment and Housing Law.

[Amended 8-10-2016 by Ord. No. 1819-2016]

Prohibition of entering into or amending redevelopment agreements with contributors:

A. Any other provision of law to the contrary notwithstanding, the Perth Amboy Redevelopment Agency, City of Perth Amboy, or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, (collectively referred to as the "City of Perth Amboy") shall not enter into an agreement, amend an agreement, or otherwise contract with any redeveloper for the planning, replanning, construction or undertaking of any redevelopment project, including the acquisition or leasing of any public property in conjunction with the redevelopment of any area within the City of Perth Amboy pursuant to the Local Redevelopment and Housing Law, if that redeveloper has made any contribution of money (except as set forth in Subsection 98-13D) or pledge of a contribution, including in-kind contributions, during the applicable time period as specified below, to a campaign committee of any candidate for office in the City of Perth Amboy, or holder of public office within the City of Perth Amboy having responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the City of Perth Amboy or of its Redevelopment Authority or; to any municipal political campaign committee, or to any Middlesex County party committee, or to any political action committee which regularly engages in the support of municipal elections and/or municipal parties or which engages in the support of Perth Amboy municipal campaigns (PAC). For purposes of this section, the "applicable time period" shall be defined as the one (1) year prior to the entry of the Redevelopment Agreement, amendment, Conditional Designation Agreement, Interim Cost Agreement or contract between the Perth Amboy Redevelopment Agency and/or City of Perth Amboy and the redeveloper. The provisions of this section are applicable as of the initial effective date of this Article.

B. All redevelopment agreements or amendments thereto entered into by the City of Perth Amboy or Perth Amboy Redevelopment Authority shall contain a provision prohibiting redevelopers as defined in Subsection C to solicit or make any contribution of money or pledge of a contribution including in-kind

contributions, to any City of Perth Amboy candidate or holder of public office within the City of Perth Amboy having responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the City of Perth Amboy or its Redevelopment Authority, or; to any Perth Amboy political campaign committee, or to any City of Perth Amboy or Middlesex County Party Committee, or to any political action committee which regularly engages in the support of municipal elections and/or municipal parties or which engages in the support of City of Perth Amboy municipal campaigns (PAC), between the time of first communication between that redeveloper and the City of Perth Amboy regarding a redevelopment project and the termination of negotiations or the completion of the redevelopment agreement, which ever is later.

C. As defined in N.J.S.A. 40A:12A-3, a "redeveloper" means any person, firm, corporation or public body that shall enter into or propose to enter into a contract with a City of Perth Amboy or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of this Act, or for any construction or other work forming part of a redevelopment or rehabilitation project. For the purposes of this Article the definition of a redeveloper 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 provider as well as any affiliates or subsidiaries directly controlled by the redeveloper. Spouses and adult children at home shall also be included.

D. Any individual meeting the definition of "redeveloper" under this section may contribute a maximum of three hundred dollars (\$300.) within a municipal election cycle to each candidate or holder of office within the City of Perth Amboy or to any City of Perth Amboy party, Middlesex Party Committee or to a PAC referenced in this section without violating Subsections A, B or C of this section. The provisions of this section are applicable as of the initial effective date of this Article.

E. For the purposes of this section, the office that is considered to have responsibility for arranging and entering into the redevelopment agreement under the Act shall be:

- (1) The Perth Amboy Council if the redevelopment agreement requires approval or appropriation from the Council or a public officer who is responsible for arranging and entering into the redevelopment agreement if that public officer is appointed by Council; or
- (2) The Mayor of City of Perth Amboy if the redevelopment agreement requires the approval of the Mayor or a public officer who is responsible for arranging and entering into the redevelopment agreement if that public officer is appointed by the Mayor; or
- (3) A designated redevelopment entity, if the redevelopment agreement requires the approval of the redevelopment entity.

F. For the purpose of this section, "candidate" is defined as an individual who has filed a D-1 "Single Candidate Committee – Certificate of Organization and Designation of Campaign Treasurer and Depository" form for candidacy in conformance with the New Jersey Election Law Enforcement Commission ("ELEC").

§ 98-14. Contributions made prior to the effective date.

[Amended 8-10-2016 by Ord. No. 1819-2016]

No contribution of money or any other thing of value, including in-kind contributions, made by a redeveloper to any candidate for Mayor or Council or political campaign committee shall be deemed a violation of this Article nor shall an agreement for redevelopment projects of any kind whatsoever be disqualified thereby if that contribution or agreement was made by the redeveloper prior to the effective date of this Article.

§ 98-15. Notice given by City of Perth Amboy; Sworn statement of redeveloper.

[Amended 8-10-2016 by Ord. No. 1819-2016]

A. It shall be the City of Perth Amboy's continuing responsibility to give notice of this Article when the City of Perth Amboy gives notice of redevelopment pursuant to N.J.S.A. 40A:12A-6 and when the City of Perth Amboy adopts a resolution directing the Planning Board to prepare a redevelopment plan and at the time that the City of Perth Amboy adopts the ordinance to implement the redevelopment plan.

B. Prior to arranging and entering into the redevelopment agreement with any redeveloper, the City of Perth Amboy, or any of its purchasing agents or agencies or independent authorities, as the case may be, shall receive a sworn statement from the redeveloper that the redeveloper has not made any contribution in violation of Section 98-13A above. Furthermore, the redeveloper shall have a continuing duty to report any violations of this Article that may occur while arranging and entering into the redevelopment agreement, and until all specified terms of the agreement have been completed. The certification required under this subsection shall be made prior to entry into the agreement with the City of Perth Amboy and shall be in addition to any other certifications that may be required by any other provision of law.

§ 98-16. Contribution restrictions and disclosure requirement applicability to consultants.

[Amended 8-10-2016 by Ord. No. 1819-2016]

A. The contribution and disclosure requirements in this Article shall apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as the redeveloper to provide services related to the:

- (1) Lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan;
- (2) Obtaining the designation or appointment as redeveloper;
- (3) Negotiating the terms of a redevelopment agreement or any amendments or modifications thereto;
and
- (4) Performing the terms of a redevelopment agreement.

- B. It shall be a breach of the consultant's contract, and shall require immediate termination for a consultant to violate the contribution limits and disclosure requirements in this Article.
- C. A redeveloper who participates in, or facilitates, the circumvention of the contribution restrictions through consultants or professionals shall be deemed to be in breach.

§ 98-17. Return of excess contributions.

[Amended 8-10-2016 by Ord. No. 1819-2016]

A redeveloper or municipal candidate or officeholder or municipal or county party committee or PAC referenced in this Article may cure a violation of Section 98-13 of this Act, if, within thirty (30) days after the date on which the applicable ELEC Report is published, the redeveloper notifies the Municipal Council in writing and seeks and receives reimbursement of a contribution from the municipal candidate or municipal or county political party or PAC referenced in this Article.

Professional Business Entity Certification
Compliance with City of Perth Amboy Code of Public Contracting Ordinance

Name of Professional Business Entity Contractor

Address

_____, of full age, certified 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 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 subject to punishment.

Signature

Type or Print Name

Title

Date _____

EXHIBIT E – AFFIRMATIVE ACTION STATEMENT

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT F – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____	Contact Phone Number: _____

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: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 OFFICE OF THE DIRECTOR
 33 WEST STATE STREET
 P. O. BOX 039
 TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona
2.	Bank Saderat PLC
3.	Bank Sepah
4.	Bank Markazi Iran (Central Bank of Iran)
5.	Bank Mellat
6.	Bank Melli Iran
7.	Bank Tejarat
8.	Belaz
9.	Belneftkhim (Belarusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates
17.	Indian Oil Corporation
18.	Industrija Nafta (INA)
19.	Kingdream PLC

20.	Maire Tecnimont SpA
21.	Naftiran Intratrade Company (NICO)
22.	National Iranian Tanker Company (NITC)
23.	Oil and Natural Gas Corporation (ONGC)
24.	Oil India Limited
25.	Panyu Chu Kong Steel Pipe Company, Ltd.
26.	Persia International Bank
27.	PetroChina Company, Ltd.
28.	Petroleos de Venezuela (PDVSA Petr�leo, SA)
29.	Sameh Afzar Tajak Company (SATCO)
30.	Schwing America Inc.
31.	Shandong FIN CNC Machine Company, Ltd.
32.	Sinohydro
33.	SK Energy
34.	SKS Ventures
35.	Som Petrol AS
36.	Sonangol
37.	Zhuhai Zhenrong Company

List Date: October 17, 2014

EXHIBIT G – AMERICANS WITH DISABILITY ACT STATEMENT

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. S121 01* 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 there unto, 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ___ day of _____

(Notary Public)

My Commission Expires:

(Affiant)

(Print name and title of affiant)

(Corporate Seal)

