

REQUEST FOR PROPOSAL
CONSULTANT SERVICES TO PREPARE A
HOUSING ELEMENT OF THE MASTER PLAN

for the

CITY OF PERTH AMBOY

Responses Due by 4 pm EST on
October 23, 2018

SUBMIT PROPOSALS TO:

Tashi L. Vazquez, Deputy Municipal Department Head
Department of Human Services
Office of Housing & Social Services
1 Olive Street
Perth Amboy, New Jersey 08861
(732) 826-4300

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 Service:

Consultant Services to Prepare a Housing Element of the City Master Plan

Copies of the Requests for Proposal for the above position may be obtained 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 **4:00 p.m. on October 23rd, 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

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GENERAL INFORMATION

PROJECT OVERVIEW

Under the City of Perth Amboy Department of Human Services, the Office of Housing and Social Services is issuing a Request for Proposal (RFP) for a Housing Study with particular attention on Perth Amboy's housing trends, assessment of existing housing conditions, demographics and market demands (present and future), identifying critical housing gaps and issues and reviewing housing policies, ordinances and zoning to create a Master Plan Housing Element that addresses issues, opportunities and suggested strategies to improve the quality of life for Perth Amboy residents.

GENERAL COMMUNITY

Perth Amboy is a growing community with ever increasing demands on its existing housing units (both rental and privately owned). Located in the New York City Metropolitan Area, it is strategically situated across the Arthur Kill from Staten Island. The City's population has grown from 38,951 in 1980 to 50,814 in 2010. An increased population has created growing concerns of overcrowding, housing instability and rising housing cost burden.

Average family size is larger and median income is lower in Perth Amboy compared to the rest of Middlesex County and the State. The City of Perth Amboy's primary housing needs are housing affordability. The high debt of the City causes a high property tax, which burdens property owners and the renters, making housing more expensive. Rental prices are extremely high for the quality of housing provided. Many residents cannot afford the rising housing cost and are relegated to overcrowded housing. Overcrowding is linked to housing instability and risk of homelessness as well as code enforcement violations and displacements or relocations. There are 354 public housing units and over 900 vouchers in Perth Amboy and an additional 800 – 1100 plus families on a waiting list for Section 8 and/or public housing (the list is currently closed as the demands greatly exceed the supply). Additionally, the 2015 Point in Time estimates an additional 292 individuals experienced homelessness.

The City contains a number of vacant buildings that have been abandoned by their owners, and that are in a state of disrepair and neglect. These buildings, by virtue of their condition and their proximity to other buildings, are diminishing the value of neighboring properties and have a negative effect on the quality of life of adjacent residents and property owners, increasing the risk of property damage through arson and vandalism and discouraging neighborhood stability and revitalization. Many of these buildings, or the land on which they are situated, can be used for productive purposes, which will further the revitalization of the City and improve its economic and social condition.

The noted conditions and concerns add to Perth Amboy's growing need of a housing trust fund, housing rehabilitation, and affordable housing. A master plan housing element will help address said issues, identify opportunities, layout strategies and outline implementation guidelines to begin tackling these pressing housing concerns.

SCHEDULE

The City would like to have a completed Housing Study – Master Plan Element done and available for business and community use by Summer 2019. The City reserves the right to revise the following tentative schedule.

RFP disseminated to potentially interested Planning Firms	October 1, 2018
Proposal Due	October 23, 2018
Evaluation of Proposals	November 2, 2018
Recommendation of Firm to Council	November 26, 2018
Council Approval	November 28, 2018
Execution of Contract of Services	December 3, 2018
Notice to Proceed	December 3, 2018
Milestone Dates Provided by Consultant as part of the Proposal	December 21, 2018
Final Report to City	July 1, 2019

SCOPE OF WORK

INTRODUCTION

It is the aim of the Office of Housing & Social Services to provide Perth Amboy residents with information and referral services and serve as a liaison for those seeking assistance with particular social service or housing issues. Our housing goals include encouraging and maintaining homeownership, maintaining and improving conditions of our current housing stock and developing affordable housing. Our social service goal is to assist with improving the quality of life for our residents by providing coordination of events and referral services to organizations and individuals. In order to fulfil the mission of the Office of Housing & Social Services there is a need to prioritize projects and the need for a Housing Study is one of the most important priorities. The City recognizing that in order for it to offer a safe, dynamic affordable living, it must understand its housing situation and needs.

CONTENT OF REPORT PREPARED BY CONSULTANT

- I. The consultant shall draft a report that specifically addresses the City of Perth Amboy' current and future housing needs. The report will include and address the following information:
 - Existing Condition
 - a. Demographic Review
 - i. Community Profile
 1. Population, characteristics, demographics, employment, education, income
 - ii. Analysis that identified gap between housing needs + existing opportunities
 - iii. Areas of racial/ethnic integration and segregation
 - b. Housing Profile
 - i. Housing Market Analysis
 1. Analysis of spatial mismatch of employment opportunities
 2. Review Zoning Ordinances to look at alternatives that can address illegal housing conversions (such as allowing basement or attic dwellings by delineating requirements for safe conditions to do so)
 - ii. Existing Housing Stock Analysis
 - iii. Housing Demand
 - iv. Other Housing Issues
 - c. Employment / Workforce Data
 - i. Housing/job/transportation relationships
 - ii. Locations of job centers which offer jobs to minorities, women, disabled, LMI households
- II. Neighborhood Context
 - a. Development around resources
 - i. The location of multifamily complexes providing housing for such households
 - ii. "Higher end" / market housing v. affordable
 - iii. Locations of housing choices, publicly assisted housing, and where housing for families with children or disabilities is in short supply
 - iv. Affordable and accessible public transportation options from housing
- III. Defining the Need and Potential Approaches
 - a. Determination of Low to Moderate Income Housing Need
 - b. Identification of Lands Appropriate for Low and Moderate Income Housing
 - c. Analysis of Fair Housing and Impediments to Housing Choice
- IV. Strategic Plan to address with short, medium and long term (recommendations)
 - a. Strategies to deal with housing issues
 - b. Long & short term housing needs

- c. Suggested plan to fill housing gaps
- d. Rationale for prioritization of projects for funding
- e. Other areas determined by the consultant that will allow the City to fully understand the housing needs of the community

RESPONSIBILITIES OF THE CITY

The City of Perth Amboy will provide the following services as part of the total project:

1. The City of Perth Amboy will provide access to present and historic housing records and maps.
2. Existing City plans and research will be made available upon request.
3. Staff will assist in project management and administration. Staff will attend all meetings with the Consultant and assist the Consultant as a liaison between the public, administration and the consultant, upon Consultant's request.
4. Staff will coordinate and schedule all meetings involving Consultant.

SUBMISSIONS

PROPOSAL CONTENT

The city of Perth Amboy respectfully request a proposal from your firm for the provision of the services identified above. The brief proposal shall include the following:

1. A statement of consultants understanding that demonstrates knowledge of the project requirements.
2. A description of the consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestones dates.
3. A brief summary, with resumes attached of key staff on the project team who will be directly involved in the project, including designation of a single point of contact for coordination of the project. Staff resumes should focus on individuals who will have primary responsibility for performance of the work with less emphasis on firm principals.
4. 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 City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
5. 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.
6. Affirmative Action Compliance (see attached).
7. A completed Non-Collusion Affidavit (copy of form attached).
8. A completed Owner Disclosure Statement (copy of form attached).
9. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract.

10. A copy of the proposer's Business Registration Certificate and W9.
11. A designation as to which of the services set forth in 2 above the proposer seeks to provide, and a fee proposal as to each such service 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.
12. Proposed use of City staff, office staff, as well as any equipment, materials or additional data that will be expected from the City at the onset of the project.
13. Agreement to accomplish the project within the time frame contained in this RFP.

Any additional terms or conditions, which are deemed necessary for entering into a contract with the City, should be attached or incorporated as part of the proposal.

All proposals become the property of the City of Perth Amboy and will not be returned. The City reserves the right to reject any or all proposals, to waive technicalities, or to negotiate further with a responder who appears to most nearly meet the City's desires.

COST PROPOSAL

Consultants should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provide at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The City of Perth Amboy does not provide payment for or reimbursement of travel expenses.

EVALUATION CRITERIA

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful consultant shall be determined by an evaluation of the total content of the proposal submitted. The City reserves the right to:

1. Not select any of the proposals.
2. Select only portions of a particular proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)
3. Award a contract or contracts for the requested services at any time within one calendar year after review of the proposals and approval of same by the city council. Every proposal shall be valid through this time period.

Selection will be based upon the proposals submitted and will be ranked primarily based upon the following criteria:

1. Consultant's understanding and technical approach to the project.
2. Consultant's ability to meet the project schedule.
3. Pertinent experience and qualifications of the project team.
4. Cost Proposal

EVALUATION CRITERIA CONT.

RFP Evaluation Criteria	Maximum Weighted Points
Consultant's understanding and technical approach to the project	30
Consultant's ability to meet the project schedule	15
Pertinent experience and qualifications of the project team	30
Cost Proposal	25
Total Possible Points	100

PROPOSAL LIMITATION

This RFP 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 RFP. The City reserves the right to refuse any proposal submitted.

SUBMISSION DEADLINE AND DELIVERY

Proposals are due in the City of Perth Amboy Department of Human Services, Office of Housing & Social Services, 1 Olive Street, 2nd Floor, Perth Amboy, New Jersey 08861, no later than 4:00 p.m. on October 23, 2018. Interested parties should submit an original and one (1) signed copy and an electronic PDF version of the complete proposal. All proposals will be evaluated by the Project Review Team with a recommendation for a specific firm submitted to Director of Human Services, City Administration and City Council for their consideration.

QUESTIONS/CLARIFICATIONS REQUEST

Questions pertaining to the RFP should be directed in writing and received no later than October 15, 2018.

GENERAL TERMS & CONDITIONS

1. 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.
2. In case of failure by the successful proposer, the City may procure services from other sources.

3. The proposer shall maintain sufficient insurance to protect against all claims under Worker's Compensation, General, Professional and Automobile Liability. Identify City standards limits.
4. Each proposal must be signed by the person authorized to do so.
5. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. They must be received by the date and time set forth on the cover sheet. In the case of mailed proposals, the City 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.
6. 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.
7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Office of Economic and Community Development Executive Director's decision shall be final and conclusive.
8. 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 the City harmless in any case of any such infringement.
9. No proposer shall influence, or attempt to influence, or cause to be influenced, any City 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.
10. No proposer shall cause or influence, or attempt to cause or influence, any City employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
11. The City shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
12. The checklist, affidavits, notices and the like presented in this Request for Qualifications are a part of this Request for Proposals 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:

1. Consultant's understanding and technical approach to the project.
2. Consultant's ability to meet the project schedule.
3. Pertinent experience and qualifications of the project team.
4. Cost Proposal

CONTACT INFORMATION

Tashilee Vazquez

Deputy Municipal Department Head – Housing
Department of Human Services

Re: Housing Study

1 Olive Street

Perth Amboy, NJ 08861

(732) 826-4300 ext. 4322

TVazquez@perthamboynj.org

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REJECTION, AT THE OPTION OF THE CITY

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

- | | <u>Initial Below</u> |
|--|----------------------|
| A. An original and one (1) signed copies of your complete proposal | _____ |
| B. An electronic PDF version of your complete proposal | _____ |
| C. Authorized signatures on all forms | _____ |
| D. Affirmative Action Statement | _____ |
| E. Non-Collusion Affidavit properly notarized | _____ |
| F. Perth Amboy Code of Public Contract Certification (1479-2009) | _____ |
| G. Perth Amboy Code of Public Contract Certification (1739-2014) | _____ |
| H. Certification of No Disciplinary Sanctions or Professional Negligence | _____ |
| I. NJ Business Registration Certificate(s) and W9 (current) | _____ |
| J. Ownership Disclosure | _____ |
| K. Cost Proposal Sheet | _____ |
| L. Disclosure of Investments Activities in Iran | _____ |

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 _____

City of Perth Amboy
Request for Proposal
Housing Element of Master Plan

Person, Firm 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 CITY 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 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]

§ 58-1. 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.
-

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5. 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 26, 2003 as Ordinance No. 1479-2003 and was amended to its entirety September 23, 2009 by Ord. No. 1479-3093.

§ 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 services 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.

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

**State of New Jersey Division of Purchase and Property
 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____ Bidder/Offeror: _____

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 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, she 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 bid/renew:

- 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 Division of Purchase and Property 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 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 or 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.

DPY Standard Forms Packet 6/2012



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

ANDREW P. SUDAMON-ERISTOFF
 State Treasurer

CHRIS CHRISTIE
 Governor

KIM GUADAGNINO
 Lt. Governor

IGNASIA DESAI-MCCLEARY
 Director

Telephone (609) 292-4886 / Facsimile (609) 984-7375

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. Bank Markazi Iran (Central Bank of Iran)	22. IndusVija Nafis (INA)
2. Bank Mellat	23. Kingdomean PLC
3. Bank Melli Iran	24. Liquefied Natural Gas Limited
4. Bank Tejarat	25. Melto Treatment SpA
5. National Iranian Tanker Company (NITC)	26. National Intrade Company (NICO)
6. Samah Afzar Tank Company (SATCO)	27. Oil and Natural Gas Corporation (ONGC)
7. Amena	28. Oil India Limited
8. Bank Saderat P.L.C.	29. Panyu Chu Kong Steel Pipe Company, Ltd.
9. Bank Sepah	30. Parsia International Bank
10. Behaz	31. PetroChina Company, Ltd.
11. Behafarsh (Behafarsh)	32. Petroleos de Venezuela (PDVSA Petroleo, SA)
12. Bharat Petroleum Corporation Ltd.	33. Schwab America Inc.
13. China International United Petroleum & Chemicals Co., Ltd. (Uelpec)	34. Shandong FIN CNC Machine Company, Ltd.
14. China National Offshore Oil Corporation (CNOOC)	35. Shanghai Sunry Petroleum Equipment Company, Ltd.
15. China National Petroleum Corporation (CNPC)	36. SinoHydro
16. China National United Oil Corporation (CNUO)	37. SK Energy
17. China Petroleum & Chemical Corporation (Sinopec)	38. SKS Ventures
18. China Precision Machinery Import-Export Corp. (CPMIEC)	39. Son Petrol AS
19. Emirates National Oil Company	40. Sonangol
20. Grinley Smith Associates	41. Zhuhai Zhenfeng Company
21. Indian Oil Corporation	

List Date: January 28, 2013

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. §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.