

NOTE: The City of Rahway will consider submittals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Qualifications.

**REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF SERVICES –
2024 SPECIAL LITIGATION COUNSEL FOR
TAX MATTERS**

ISSUE DATE: October 25, 2023

DUE DATE: November 15, 2023

Issued by:

**City of Rahway
Union County, New Jersey**

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"City" - refers to the City of Rahway.

"Statement of Qualifications" (SOQ) or "Qualifications or "Proposal" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the City) have satisfied the criteria set forth in this RFQ.

"Request for Qualifications" (RFQ) - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a SOQ.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. **Introduction and Purpose.**

The City is soliciting Qualifications from interested persons and/or firms for the provision of **2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS**, as more particularly described herein. Through a Request for Qualifications process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Statement of Qualifications in accordance with the procedure and schedule in this RFQ. The City will review SOQs only from those firms that submit an SOQ, which includes all the information required to be included as described herein (in the sole judgment of the City). The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of Rahway.

1.2. **Procurement Process and Schedule.**

The selection of a Respondent is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq., however. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a SOQ in response to the RFQ and will be evaluated in accordance with the criteria set forth in Section 2 of this RFQ, which will be applied in the same manner to each SOQ received. Respondents agree to at all times abide by all requirements of New Jersey law, including, but not limited to the aforementioned “Pay to Play” laws, as well as any and all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

Statement of Qualifications will be reviewed and evaluated by the City and its legal and/or financial advisors (collectively, the "Review Team"). The SOQs will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the SOQ, including information about the reputation and experience of each Respondent, the City will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFQ (in the sole judgment of the City) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the City.

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

All communications concerning this RFQ or the RFQ process shall be directed to the City's Designated Contact Person, in writing.

Designated Contact Person:

Anissa Leung
Purchasing Agent
City of Rahway
Department of Revenue and Finance
1 City Hall Plaza
Rahway, N.J. 07065

Statement of Qualifications packages shall be submitted to and received by the City **via mail and hand delivery**, by 3:00 p.m. prevailing time on **November 15, 2023** and must include one (1) original set of documents, one (1) electronic copy of all documents in PDF format on a USB flash drive, **and** one (1) electronic copy of all documents in PDF format emailed to aleung@cityofrahway.com. Qualifications will not be accepted by facsimile transmission or email. Qualifications shall be submitted in envelope(s) clearly labeled with the title of this RFQ. Submit Statement of Qualifications to:

Anissa Leung
Purchasing Agent
City of Rahway
Department of Revenue and Finance
1 City Hall Plaza
Rahway, N.J. 07065

Subsequent to issuance of this RFQ, the City (through the issuance of addenda to all firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE

	ACTIVITY	DATE
1.	Issuance of Request for Qualifications	October 25, 2023
2.	Receipt of Proposals	November 15, 2023
3.	Evaluation of Proposals	November 16, 2023 to November 27, 2023
4.	Approval of Professional Services Resolutions by City Council	December 11, 2023

Section 1.3. Conditions Applicable to RFQ.

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

- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a SOQ that is not responsive to the requirements of this RFQ.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All SOQs shall become the property of the City and will not be returned.
- All SOQs will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.
- Any and all SOQs not received by the City by 3:00 p.m. prevailing time on November 15, 2023 will be rejected.
- Neither the City, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the SOQ, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a SOQ or for participating in this procurement process.

Section 1.4. Rights of City.

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

- To determine that any SOQ received complies or fails to comply with the terms of this RFQ.

- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Statement of Qualifications and to request additional information to support the information included in any SOQ.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

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

1.5 Addenda or Amendments to RFQ.

During the period provided for the preparation of responses to the RFQ, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the SOQ submission date.

1.6 Cost of Qualifications Preparation.

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

1.7 Statement of Qualifications Format.

Responses should cover all information requested and questions to be answered in this RFQ.

Responses which in the judgment of the City fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the City to solicit Proposals from Respondents that have expertise in the provision of **2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS**. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

SECTION 3

SUBMISSION REQUIREMENTS

Section 3.1 General Requirements.

The SOQ submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

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

Section 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Proposal, provide the following information in the specified tabbed format:

TAB #1 – Letter of Intent

An executed Letter of Intent (See Appendix B).

TAB #2 – Letter of Qualification

An executed Letter of Qualification (See Appendix A to this RFQ).

TAB #3 – Firm(s) Contact Information

Name, address, and telephone number of the firm or firms submitting the Proposal pursuant to this RFQ, and the name, title and email address of the key contact person.

TAB #4 - Firm Ownership and Organizational Structure

A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.

- (a) Ownership Disclosure Form
- (b) Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
- (c) If a firm is a partially owned or a fully owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.
- (d) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.

TAB #5 – Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this proposal specification.

Mandatory Equal Employment Opportunity Language (See Appendix C).

TAB #6 – Firm Experience

A summary of relevant experience including:

- (a) The number of years your organization has been in business under the present name and current management.
- (b) Name, address and contact information of references
- (c) A description of overall experience in providing the type of services sought in this request.

- (d) A description of overall experience and familiarity within the City of Rahway.
- (e) Resumes of key employees
- (f) Project Staffing
 - 1. Describe the services that Respondent would perform directly and those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project and their relevant project experience.
 - 2. Indicate whether the Respondent normally employs union or non-union employees?

TAB #7 – Relative City Employees

List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

TAB #8 – Judgements, Claims, Suits and Bankruptcy

- (a) Does the Respondent have any judgments, claims or suits within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice? If yes, please explain.
- (b) Explain whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

TAB #9 – Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, the City is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor/vendor, and each subcontractor that is required by law to be named in the bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

TAB #10 – IRS Form W-9

Submit a copy of the Firm's IRS Form W-9.

TAB #11 – Stockholder or Partnership Disclosure

TAB #12 – Licensing

Confirm appropriate federal and state licenses to perform activities.

Tab #13 – Compensation

Interested firms must outline proposed rates to be used for the term of services and for reimbursement of costs. Respondents must submit specific unit costs and/or schedule of fees for providing the work indicated in the scope of services. Alternatively, if/when circumstances permit, the City reserves the right to request a detailed cost proposal from Respondents.

The Compensation section must include the notarized signature, printed name and title of the individual completing the Proposal for the Respondent.

Tab #14 – Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the proposal.

Tab #15 – Prohibited Activities in Russia and Belarus & Investment Activities in Iran

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("[Russia-Belarus list](#)") or in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](#)").

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Qualifications.

Respondents must submit one (1) original set of documents, one (1) electronic copy of all documents in PDF format on a USB flash drive, **and** one (1) electronic copy of all documents in PDF format emailed to aleung@cityofrahway.com to the following Designated Contact Person:

Anissa Leung
Purchasing Agent
City of Rahway
Department of Revenue and Finance
1 City Hall Plaza
Rahway, N.J. 07065

Proposals must be received by the City no later than 3:00 p.m. (prevailing time) on November 15, 2023 and must be mailed or hand-delivered in envelopes clearly labeled:

RFQ - 2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS.

Proposals forwarded by facsimile or e-mail will not be accepted.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The City's objective in soliciting Qualifications is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of Rahway. The City will consider Qualifications only from firms or organizations that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

Statements of Qualifications will be evaluated by the City based on the most advantageous, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the City and the subject matter addressed under the RFQ;
3. Availability to accommodate the required meetings of the City; and
4. Other factors demonstrated to be in the best interest of the City.

APPENDIX A

LETTER OF QUALIFICATION

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

[insert date]

Anissa Leung
Purchasing Agent
City of Rahway
Department of Revenue and Finance
1 City Hall Plaza
Rahway, N.J. 07065

Dear Mrs. Leung:

The undersigned have reviewed our Statement of Qualifications (SOQ) submitted in response to the Request for Qualifications (RFQ) issued by the City of Rahway ("City"), dated October 25, 2023 in connection with the City's need for **2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS**

We affirm that the contents of our Statement of Qualifications (which is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the SOQ is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX B

LETTER OF INTENT

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

[insert date]

Anissa Leung
Purchasing Agent
City of Rahway
Department of Revenue and Finance
1 City Hall Plaza
Rahway, N.J. 07065

Dear Mrs. Leung:

The undersigned, as Respondent, has (have) submitted the attached Statement of Qualifications (SOQ) in response to a Request for Qualifications (RFQ), issued by the City of Rahway ("City"), dated October 25, 2023 in connection with the City's need for **2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS**.

(Name of Respondent) HEREBY STATES:

1. The SOQ contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualifications and any information prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this SOQ as Principals are named herein and that no person other than those herein mentioned has any participation in this SOQ or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this SOQ is made without connection with any other person, firm or parties who has submitted a SOQ, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of **2024 SPECIAL LITIGATION COUNSEL FOR TAX MATTERS** must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX C

EXHIBIT A

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action

Plan Approval; Certificate of Employee

Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX D

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

The Vendor and the City of Rahway, (hereafter "City") 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 City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, 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 Vendor 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 City's grievance procedure, the Vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix D of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said **Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.**

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPENDIX E

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Rahway is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City of Rahway to notify the City of Rahway in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Rahway to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____ (name of municipality) (name of affiant)

in the County of _____ and State of _____ of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ (title or position) (name of firm)

_____ the Vendor making this Proposal for the proposal

entitled _____, and that I executed the said proposal (title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Rahway 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (name of vendor).

Subscribed and sworn to before me this day _____ 20_____

(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20_____

DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA / BELARUS OR INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION - RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiaries, or affiliates, is identified on the Department of Treasury's Russia-Belarus or Chapter 25 list as a person or entity engaging in investment activities in Russia, Belarus, or Iran. Both lists are found on the Treasury's website at the following addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

Respondents **must** review this list prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus, and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contract is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX

I certify, pursuant to law, that neither the person/entity listed above nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **Skip Part 2 and sign and complete the Certification.**

OR

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

Part 2

PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the person/entity, or one of its parents, subsidiaries or affiliates, engaging in the prohibited activities in Russia or Belarus or the investment activities in Iran outlined above by completing the boxes below. If you need to make additional entries or provide more details, use additional pages.

Name _____ Relationship to Respondent/Vendor _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Respondent/Vendor _____

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 below-referenced person or entity. I acknowledge that the City of Rahway 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 contracts with the City to notify the City 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 agreements(s) with the City of Rahway and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____