

**REQUEST FOR PROPOSAL FOR
A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED
PROPERTIES SUBJECT TO MORTGAGES THAT ARE IN
DEFAULT**

PASSAIC COUNTY IMPROVEMENT AUTHORITY

**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

**May 22, 2019
11:00 A.M.**

ADDRESS ALL PROPOSALS TO:

**NICOLE FOX, EXECUTIVE DIRECTOR
PASSAIC COUNTY IMPROVEMENT AUTHORITY
930 RIVERVIEW DRIVE, SUITE 250
TOTOWA, NJ 07512**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

PASSAIC COUNTY IMPROVEMENT AUTHORITY (PCIA)

CONTACT PERSON

Please direct all questions in writing to:

Passaic County Improvement Authority
930 Riverview Drive, Suite 250
Totowa, NJ 07512
Attention: Nicole Fox, Executive Director
Fax: (973) 278-5635
E-Mail: nicolef@passaiccountynj.org

PURPOSE OF REQUEST

The PCIA is requesting proposals from qualified individuals and firms to provide a County-wide registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned and vacated properties subject to a mortgage or properties subject to mortgages that are in default.

PERIOD OF CONTRACT

One year from date of award.

METHOD OF PAYMENT

PROCEDURE FOR PAYMENT OF BILLS

The PCIA may demand that a dispute concerning whether a vendor has failed to make payments as required by this agreement be submitted to non-binding mediation.

CONTRACT FORM

The successful proposer shall be required to execute a contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL

1. **NATURE OF SERVICES** – The PCIA is requesting proposals from qualified individuals and firms to provide for the creation and maintenance of a County-wide registry identifying the mortgagee of vacant and abandoned properties as more fully set forth in sections 2 and 3.

Proposers should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

2. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the proposer's firm and the average number of employees over the past three years;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The PCIA may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance;
- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

- J.** A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the PCIA's or Passaic County's facilities;
- K.** An Affirmative Action Statement (copy of form attached);
- L.** A completed Non-Collusion Affidavit (copy of form attached);
- M.** A completed Owner Disclosure Statement (copy of form attached);
- N.** A statement that the proposer will comply with the General Terms and Conditions required by PCIA and enter into the PCIA's standard Professional Services Contract;
- O.** A copy of the proposer's Business Registration Statement.
- P.** A representation that all services will be performed within the United States of America.

3. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL:

PURPOSE:

The purpose of this request for proposal is to select a third party property Management Company to operate the Passaic County Improvement Authority's Foreclosure Registry for the Participating Passaic County Municipalities.

Consultant shall follow the requirements of the PCIA.

Consultant agrees to provide a website for the registration of each foreclosed property in the Participating Municipalities in order to enable compliance with the PCIA's Program.

Consultant will proactively contact those that file a public notice of default, foreclosure action, and/or take title to real property via foreclosure or any other legal means.

Consultant will provide electronic registration for applicants of foreclosed properties in Violation of the applicable Resolution.

Consultant will pay for all expenses related to registration of all foreclosed properties, and all administrative costs and fees related thereto.

Consultant will execute a Website link Agreement with the PCIA and meet all of the PCIA's security and anti-viral requirements.

Consultant will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant Resolutions.

Consultant will charge each applicant no more than the amount prescribed.

Consultant will remit fifty (50%) percent of the registration fee to the PCIA, or as set forth in the agreement between and among the PCIA, Consultant, and any Participating Municipality, in consideration of the services provided. This amount should be sent to below:

Passaic County Improvement Authority

Nicole Fox, Executive Director
930 Riverview Drive, Suite 250
Totowa, NJ 07512

Consultant will provide the PCIA with monthly reports listing the properties on the register, in addition to those that have been added or subtracted since the previous report.

All documents, records, applications, files, and other materials provided in connection with the services rendered under this agreement shall be the property of the PCIA and shall be provided to the County within seven (7) business days, upon PCIA's request and/or upon the termination of this agreement.

The PCIA shall have the right to audit the books, records, and accounts that are related to the agreement.

4. PAYMENT SCHEDULE:

The vendor shall pay to the PCIA 50% of all registration fees collected, or as set forth in the agreement between and among the PCIA, Consultant, and any Participating Municipality. Said payment shall be made monthly with payment due by the tenth day of the month following collection of the fee by the vendor.

5. LICENSING:

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the PCIA a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the PCIA immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide County with proof of renewal of any license for any of proposer's employees, which renewals occur during the

term of the contract.

6. INDEMNIFICATION:

The successful proposer shall be responsible for, shall keep, save and hold the PCIA and County of Passaic harmless from, and shall indemnify the PCIA and County of Passaic against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. INSURANCE:

The successful proposer shall maintain general liability, automobile liability, and Worker's Compensation Insurance in amounts and with companies deemed satisfactory by the County.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the PCIA, naming the Passaic County Improvement Authority as an additional insured.

8. APPLICABLE LAW:

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

9. INDEPENDENT CONTRACTOR STATUS:

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the PCIA.

10. TERMINATION:

Any contract entered into by and between the PCIA and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The PCIA shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the PCIA shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested and an interview may be required.

- 11. **COST PROPOSAL** - Proposers should submit a cost proposal which would include all details of any fees to be paid to the PCIA. The PCIA does not provide any payment for or reimbursement for travel expenses.
- 12. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the PCIA. However, the PCIA may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.
- 13. **PROPOSAL EVALUATION** - PCIA will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the PCIA. The PCIA may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The PCIA will make the award that is in the best interest of the PCIA and its Participating Municipalities based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The PCIA reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)

- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

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

The PCIA may require proposers to demonstrate any services described in their proposal prior to award.

14. **PROPOSAL LIMITATIONS** - 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 PCIA by issuance of this RFP. The PCIA reserves the right its sole discretion to refuse any proposal submitted.
15. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the PCIA to the proposer in connection with this RFP shall remain the property of the PCIA. When in tangible form, all copies of such information shall be returned to the PCIA upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the PCIA or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
16. **PROPRIETARY INFORMATION** – Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the PCIA. All materials submitted become the property of the PCIA and may be returned only at the PCIA’s option.
17. **GENERAL TERMS AND CONDITIONS:**
 - A. The PCIA 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 PCIA to do so.
 - B. In case of failure by the successful proposer, the PCIA may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.

- C.** The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Passaic County Improvement Authority harmless from, shall indemnify and shall defend Passaic County Improvement Authority against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E.** Each proposal must be signed by the person authorized to do so.
- G.** The Passaic County Improvement Authority is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the PCIA assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K.** All services shall be performed within the United State of America.
- L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M.** 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 PCIA harmless in any case of any such infringement.
- N.** No proposer shall influence, or attempt to influence or cause to be influenced, any PCIA or Passaic County 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.
- O.** No proposer shall cause or influence, or attempt to cause or influence, any PCIA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the PCIA's Executive Director's shall be final and conclusive.
- Q.** The Passaic County Improvement Authority shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R.** Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Passaic County Improvement Authority no fewer

than Three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.

- S.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by PCIA evaluation committee)
(100 Point total will be used to determine the Award)

The PCIA will select the vendor deemed most advantageous to the County, based on price and other factors considered.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u>20</u> points	
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned <u>20</u> points	
C. Relevance and Extent of Similar Engagements performed <u>20</u> points	
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability <u>20</u> points	
E. Reasonableness of Cost Proposal <u>20</u> points	
TOTAL:	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

- | | INITIAL
BELOW |
|---|------------------|
| A. An original with Five (5) signed copies of your complete proposal. | _____ |
| B. Mandatory Equal Opportunity Employment Language | _____ |
| C. Non-Collusion Affidavit properly notarized | _____ |
| D. Ownership Disclosure Statement properly notarized | _____ |
| E. Disclosure of Investment Activities in Iran | _____ |
| F. Authorized signatures on all forms. | _____ |
| G. Business Registration Certificate(s) Must be submitted prior to award | _____ |

Note: N.J.S.A 52:32-44 provides that the PCIA 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 for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS

NAME OF PROPOSER:

Person, Firm or Corporation

BY: _____

(NAME) (TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's 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.S.A. 17:27

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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 and the Owner of the project are 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 of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of 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/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

PASSAIC COUNTY IMPROVEMENT AUTHORITY

DISCLOSURE OF OWNERSHIP STATEMENT

Every corporation and/or partnership submitting a bid on public work is required by P.L. 1977, c. 33 to list the names and addresses of all stockholders and/or partners who own ten per cent (10%) or more of any class of stock in the corporation or interest in the partnership. If there are no such stockholders or partners, so state by indicating "NONE".

FULL NAME OF ENTITY: _____

LEGAL STATUS (CORPORATION, PARTNERSHIP, OTHER): _____

STATE OF CREATION OR INCORPORATION: _____

FEDERAL ID NUMBER: _____

PRINCIPAL BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

NAMES AND ADDRESSES OF PERSONS HOLDING GREATER THAN 10% INTEREST:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above list is complete. If one or more of the above is itself a corporation or partnership, I have annexed hereto the names and addresses of all persons owning a 10% or greater interest in said corporation or partnership.

CHECK HERE IF ADDITIONAL SHEETS ARE ATTACHED:____ NUMBER OF SHEETS:_____

I certify that the foregoing statements made by me are true and that I am aware that if any statement made herein is willfully false I am subject to punishment.

Dated:

SIGNATURE

PRINT NAME AND TITLE

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF PASSAIC

ss:

I AM _____

OF THE FIRM OF

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE PASSAIC COUNTY IMPROVEMENT AUTHORITY 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 OF 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 COMISSION EXPIRES: _____ 20 _____