

REQUEST FOR PROPOSALS FOR
Third Party On-Site Inspection Services for Building, Plumbing and Fire Protection

Issued by the
City of Absecon



Advertised in The Press of Atlantic City on Tuesday, September 30, 2025

Responses Due by:

Tuesday, October 21, 2025

11:00 AM

NOTICE OF RFP
PROFESSIONAL SERVICES

The City of Absecon is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the City Clerk on **Tuesday, October 21, 2025 at 11:00 A.M.** in the City Clerks Office, 500 Mill Road, Absecon, NJ 08201 at which time and place responses will be received for: **Third Party On-Site Inspection Services for Building, Plumbing and Fire Protection.**

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the "RFP TITLE NAME" on the outside, addressed to Carie Crone, City Clerk, at the address above.

Specifications and instructions to bidders can be obtained at the City Clerk's Office or through the City's website at www.cityofabsecon.gov.

Any RFP Addenda will also be issued on the City's website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27et seq.

1. Introduction

These contracts are to furnish and deliver professional services for the City of Absecon through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the City of Absecon, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Release of RFP	September 30, 2025
Proposal Due Date	October 21, 2025
Evaluation Completed	October 22, 2025
Governing Body Action	November 6, 2025

2.2 Proposal Submission Information

Submission Date and Time: **October 21, 2025 at 11:00 A.M.**

One (1) Original **signed in ink** & (1) copy plus One (1) copy on CD or USB flash drive.pdf format of the RFP response.

Submission Office:

Office of the City Clerk
City of Absecon Municipal Complex
500 Mill Road
Absecon, NJ 08201

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the City Clerk. The original proposal shall be **signed in ink** and marked to distinguish it from the copy. **Faxed or emailed proposals will NOT be accepted.**

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for the year 2026.

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

Due to limited storage, we are requesting, **no three ring binders** (stapling is acceptable) and no additional firm advertising. Submit the forms/required information using the following format:

Section 1 of the RFP response should be as follows:

- Page 1:** Original completed "Proposal Cost Form/Signature Page"
- Page 2:** Fee Schedule
- Page 3:** Ownership Disclosure
- Page 4:** Non-Collusion Affidavit
- Page 5:** EEO/Affirmative Action Compliance Notice
- Page 6:** Certificate of Employee Information Report
- Page 7:** Business Registration Certificate (preferred with response, required at time of contract award)
- Page 8:** Acknowledgement of Receipt of Addenda (if any)
- Page 9:** Proof of Licensure
- Page 10:** References Page
- Page 11:** Proposal Checklist
- Page 12:** Disclosure of Investment Activities in Iran/Russia Belarus (preferred with response, required at time of contract award)
- Page 13:** Qualification Statement, proposal
- Page 14- end:** Any other information requested in specification

2.3 Using Department Information

The User Department for this service is: Construction Department and all other departments within the City of Absecon.

2.4 City Representative for this Solicitation

Please direct all questions in writing to:

Jessica Snyder

Admin Personnel

500 Mil Road

Absecon, NJ 08201

Email: jsnyder@abseconnj.org

Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the City of Absecon is authorized to give interpretations

of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addendum.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents only by written addendum issued by the Purchasing Agent of the City of Absecon.

2.5 Interpretations and Addenda

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City of Absecon. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the City of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing and addressed to the Purchasing Agent, referencing the Contract Name in the subject line. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda issued shall become part of the specification, RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The City's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received an RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

- E. Discrepancies in RFP's
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are to be given for use in comparing proposals. The City of Absecon especially reserves the right (except as herein otherwise specifically limited) to

increase or diminish the quantities as may be deemed reasonably necessary or desirable by the City of Absecon to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The City of Absecon assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the City shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the City as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the City of Absecon must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Evidence – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

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. (P.L. 1975, C. 127) and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division

- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

The form shall be properly executed.

2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1.

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

2.8.4 Americans with Disabilities Act of 1990 – 42 U.S.C. §12101 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the City harmless.

2.8.5 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.6 Non-Collusion Affidavit – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.7 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractor's and their addresses that may be updated from time to time.
3. The contractor and subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment of goods or services, whichever is earlier.

2.8.8 “Pay to Play” – Notice of Disclosure Requirement

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

2.8.9 Assign, Sublet or Transfer Any Rights/Interests

Neither the City of Absecon nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the City of Absecon and the Contractor.

2.8.10 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the City of Absecon in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnities', from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability: STATUTORY

General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

Automobile Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$500,000.00/occurrence, \$1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the City of Absecon.

The contractor shall provide the City of Absecon with a Certificate of Insurance naming the City of Absecon as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the City of Absecon from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$1,000,000.00 dollars per occurrence and \$2,000,000.00 dollars in the aggregate.

B. Certificates of the Required Insurance:

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the City with a Certificate of Insurance naming the City of Absecon, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The City of Absecon will not accept Mutual Limitation of Liability terms.

2.8.11 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the City harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.12 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.13 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8.14 Prompt Payment – Goods & Services - P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City of Absecon opts to extend terms and conditions of this RFP; the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor

cannot meet this requirement, the City of Absecon may solicit the goods and/or services from any respondent on this contract

2.10 Multiple Proposals Not Accepted

More than one proposal under the same project name from an individual, a firm or partnership, a corporation or association under the same or different names **shall** not be considered.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work are met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the City of Absecon may then, at its discretion, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the City and upon notice from the using department.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work **shall** be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the City of Absecon.

The respondent agrees that said services shall be processed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is completed in a reasonable time.

2.15 Termination of Contract

If, by any cause, the contractor shall fail to fulfill services in a timely manner under the Contract or if the contractor violates any requirements of the Contract, the City shall thereupon reserves

the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the City of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the City under this provision.

In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each calendar year payment obligation of the City is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the City at the end of any particular calendar year may terminate such services. The City will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the City to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

2.18 The City and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The City of Absecon will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

2.23 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City of Absecon, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City of Absecon. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City of Absecon. All information supplied to the City may be required to be supplied on CD-ROM/USB flash drive media compatible with the City's computer operating system windows based, Microsoft Office.

Under state and federal statutes, certain government records are protected from public disclosure. The City of Absecon, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential.

Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The City reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official City of Absecon Request for Proposal (RFP) packages for routine goods and services are available from www.abseconnj.gov at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of City of Absecon RFP document.

2.26 RFP Preparation of Forms

RFPs must be signed in ink by the respondent; all quotations shall be made with a typewriter, computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Finance office prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

2.28 No Endorsement

Award of professional services contract does not constitute an endorsement by the City of Absecon. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the City's permission.

2.29 Effect of Award

The award of contract as a professional service provider for the City does not guarantee any work or the assignment of any case does not bind the City to guarantee any form of employment or engagement.

2.30 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities.

CITY OF ABSECON

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title of exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

REFERENCES

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number
6. Email
7. Dates of Service

4. EVALUATION, REVIEW AND SELECTION PROCESS

4.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The City of Absecon will either award the Contract within the applicable time period or reject all proposals.

The City of Absecon may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the City of Absecon, be held for consideration for such longer period as may be agreed.

4.2 REJECTION OF PROPOSALS

The City of Absecon reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the City of Absecon that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The City of Absecon reserves the right to waive any minor informality in the RFP.

4.3 EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the proposal requirements and make a determination if a proposal should be rejected and evaluate the proposals based upon the evaluation criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. The City of Absecon reserves the right to reach out to the respondents to obtain clarification on proposals on specific items if necessary, during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite, then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

4.4 EVALUATION CRITERIA

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

The criteria will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

4.4.1 UNDERSTANDING OF THE REQUESTED WORK

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.1 KNOWLEDGE OF TECHNICAL COMPETENCE

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.2 MANAGEMENT, EXPERIENCE AND PERSONAL QUALIFICATIONS

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.3 ABILITY TO COMPLETE THE SERVICES IN A TIMELY MANNER

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4 COST

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the City of Absecon before such work is initiated. The City of Absecon shall pay for such approved services, at the rate or cost agreed upon between the City of Absecon and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 PAYMENT

Payment will be made after a properly executed City of Absecon voucher has been received and formally approved on the voucher list by the City of Absecon Council at its subsequent regular meeting. The voucher will be certified correct by the departments who received the goods or services.

5.6 TERM OF CONTRACT

November 7, 2025 – September 30, 2026.

5.7 NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The departments may then send a Purchase Order/Voucher to the contractor.

Specifications

CITY OF ABSECON

The City of Absecon is soliciting proposals for the Third Party On-site Inspection Services for Building, Plumbing and Fire Protection. Sealed proposals will be received by the City Clerk, 500 Mill Road Absecon no later than Close of Business

Tuesday, October 21, 2025

REQUEST FOR PROPOSALS

for

THIRD PARTY ON-SITE INSPECTION SERVICES FOR BUILDING, PLUMBING, AND FIRE PROTECTION

1) CHARACTER & SCOPE OF WORK

It is the purpose of these specifications to prescribe and define the requirements for the Third Party On-site Inspection Services for Building, Electrical, Plumbing and Fire Protection as per the New Jersey State Uniform Construction Code Act for review of construction plans and the inspection of construction with respect to the maintenance and erection of buildings throughout the State of New Jersey, City of Absecon, pursuant to the State Uniform Construction Code Act. The City will evaluate proposals separately for Building. The City will also evaluate proposals for Plumbing and Fire Protection. And as a third option, the City will evaluate proposals with all Third Party On-site Inspection Services for Building, Plumbing and Fire Protection.

2) DURATION OF CONTRACT

The duration of this Contract shall be for a period of one-year. If mutually agreed upon by both parties, this Contract may be extended up to a period not to exceed three-years.

3) QUALIFICATIONS

Contractors shall be qualified to perform the required review of construction plans and inspection of construction with respect to the maintenance and erection of building in the City of Absecon, in conformity with the New Jersey State Uniform Construction Code Act as **Building, Plumbing and Fire Protection Subcode Official**.

4) Staffing Requirements

The contractor must designate a representative from their company to discuss issues with the Construction Official. All subcodes must have proper dress attire. These individuals must display a neat appearance. It is understood that the private enforcing agency, and its employees, will adhere to, and comply with all the duties and responsibilities of an on-site agency as required by the Uniform Construction Code (N.J.A.C.5:23-14) and all governing rules therein. The Contractor is to provide a disclosure statement attesting as to whether any personnel, presently employed, or any person associated with the on-site agency, have been indicted for any crime, or have had revocation or suspension of any licensing granted under the State's Uniform Construction Code Licensing Unit (N.J.A. C. 5:23-5.2(b)3) within the past three years. All subcodes and inspectors must have their own form of communication with the construction office (cell phone, etc) All subcodes must provide their own transportation and equipment for inspectors.

All reference material must be provided by the Third Party Inspection Agency.

5) GENERAL GUIDELINES

A. The Contractor performs its services in cooperation with the municipal Construction Official and coordinate all efforts under his supervision.

- B. Inspections are to be completed Monday through Friday between the hours of 8:30 a.m. and 4:30pm or as requested by the Construction Official.
- C. It is the responsibility of the contractor to ensure coverage for the appointed day/time through alternate inspectors.
- D. All documentation required by City of Absecon is to be completed the same day as the inspection.
- E. The Contractor will perform inspections on an emergency basis at no additional charge to the City of Absecon
- F. All Plan Review must be completed in the City of Absecon's Construction Code Official's Office.
- G. All inspectors shall be computer literate and able to use Mitchel/Humphries Inspection software.
- H. In the event the Contractor shall have it license suspended, revoked or terminated, in any other fashion, the contract shall be immediately terminated.
- I. This agreement may be cancelled by either party upon thirty (30) days written notice to the other party.
- J. The Contractor shall indemnify and hold the City of Absecon harmless in any legal action that may arise as a result of the performance of its duties.
- K. All permits waived by the City of Absecon (i.e. Nonprofit groups, City work) will be waived by the contractor.

**CITY OF ABSECON
RFP DOCUMENT SUBMISSION CHECKLIST**

Required
With
Response

Read, Signed
and Submitted
(Respondent's initials)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- ☒ Ownership Disclosure Form _____
- ☒ Non-Collusion Affidavit _____
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
Submit Copy of State Certificate of Employee Information Report _____
- ☒ Proposal Cost Form / Signature Page _____
- ☒ Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) _____
- ☒ Other: Fee Schedule _____
- ☒ List of Subcontractors/sub _____

B. MANDATORY ITEM(S) REQUIRED NO LATER THAN TIME PERIOD INDICATED

- ☒ Business Registration Certificate – Respondent – Prefer with RFP Response.
Required by Law prior to award of contract _____
- ☒ License(s) or Certifications(s) Required by the Specifications _____
- ☒ Certificates of the Required Insurance Naming Township Additionally Insured
Required Prior to Award of Contract _____
- ☒ Disclosure of Investment Activities in Iran/Russia Belarus – submit w/RFP Response –
Prefer w/RFP _____

C. FAILURE TO SUBMIT ANY OF THESE AT THE TIME OF RFP MAY BE CAUSE FOR REJECTION

- ☒ Qualification Statement _____
- ☒ Key Personnel Information _____
- ☒ Three (3) References for Similar Projects _____
- ☒ CD with PDF of RFP along with Printed Copies
CD or USB Flash Drive must be labeled with respondent's name _____

D. READ ONLY

Americans with Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent bidder of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative: _____

Signature: _____

Print Name & Title: _____ Phone: _____

**CITY OF ABSECON
PROPOSAL COST FORM / SIGNATURE PAGE**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for:

2025-2026 PROFESSIONAL SERVICES FOR THIRD PARTY ON-SITE INSPECTION SERVICES

Building, Plumbing and Fire Protection Subcode Services Proposal Form

The Undersigned proposes to furnish and deliver the above services and made part thereof for a fee of:

1. _____% (percentage) of the fee schedule of the Uniform Construction Code of New Jersey (N.J.A.C. 5:23-4.20) for the Third Party Inspections for Building, Plumbing and Fire Protection.

2.\$_____Proposed fixed fee for completing existing permits

(Corporate)
The undersigned is a (Partnership) under the laws of the State of _____ having
(Individual)

Its principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

CITY OF ABSECON
OWNERSHIP DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Other, Please List _____ | |

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are **NO STOCKHOLDERS OF 10% OR MORE**, simply check the second box below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- ☐ I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- ☐ I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

☐ Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**CITY OF ABSECON
NON COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

ss:

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP entitled _____,
(Title of Proposal)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Galloway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. 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 Firm/Company)

(Signature of Affiant)

(Type or Print Name of Affiant)

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?

Yes ☐

No ☐

If yes, please submit a photo copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes ☐

No ☐

If yes, please submit a photo copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

SAMPLE AFFIRMATIVE ACTION CERTIFICATE

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

**CITY OF ABSECON
EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
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 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 Township employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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, 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.

**CITY OF ABSECON
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(CONTINUED)**

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; and

Employee Information Report Form AA302

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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by: _____
(Name of the Firm)

Name: _____
(Please print or Type)

Signature: _____

Title: _____

Dated: _____

CITY OF ABSECON

AMERICANS WITH DISABILITIES ACT 1990 Equal Opportunity for Individuals with Disability

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings 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.

CITY OF ABSECON

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
TOWNSHIP OF GALLOWAY

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-302/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
07/01/01		
FORM-BRC(08-01)		

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
200-4101-4112823533	

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges the receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

CITY OF ABSECON

List of Subcontractors

Please fill out in totality to avoid automatic rejection of bid. In the event any of the below categories are not applicable, please indicate so by inserting "N/A".

I, or we _____

(Name of Company)

In compliance with Section 16 of P.L. 1971, c. 198 (C.40A:11-16), as amended by P.L. 1997, c 408 adopted January 19, 1998, hereby certify that I/we will employ the following subcontractors for this project:

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

In the event any of the above categories are not applicable, please indicate so by inserting "N/A". Failure to complete this form will result in a disqualification of the bid.

 (Contracting Company Name)
 By: _____ (Seal)
 Print name: _____
 Title: _____

End of List of Subcontractors

BUSINESS ENTITY DISCLOSURE CERTIFICATION**FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF ABSECON**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 12, 2006 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Absecon as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Clark, Alexander, Council Person	Styles, Michael, Council Person
DeRose, Richard, Council President	
Evans, Linda, Council Person	Marrone, Thomas, Mayor
Larotonda, Nicholas L., Council Person	
Light, Stephen S., Council Person	
Parker, Christine, Council Person	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Printed Name of Affiant : _____ Date: _____

Subscribed and sworn before me this ____ day of

_____, 2____.

My Commission expires:

(Witnessed or attested by)

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ABSECON

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

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

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

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

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

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

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

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

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

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

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

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

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

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |  |        |      |
|--------------|--|--------|------|
| Vendor Name: |  |        |      |
| Address:     |  |        |      |
| City:        |  | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

|           |              |       |
|-----------|--------------|-------|
| Signature | Printed Name | Title |
|-----------|--------------|-------|

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

**Municipalities (Mayor and members of governing body, regardless of title):**

|                      |                   |                    |
|----------------------|-------------------|--------------------|
| Absecon City         | Estell Manor City | Mullica Township   |
| Atlantic City        | Folsom Borough    | Northfield City    |
| Brigantine City      | Galloway Township | Pleasantville City |
| Buena Borough        | Hamilton Township | Port Republic City |
| Buena Vista Township | Hammonton Town    | Somers Point City  |
| Corbin City          | Linwood City      | Ventnor City       |
| Egg Harbor City      | Longport Borough  | Weymouth Township  |
| Egg Harbor Township  | Margate City      |                    |

**Boards of Education (Members of the Board):**

|                     |                             |                    |
|---------------------|-----------------------------|--------------------|
| Absecon City        | Folsom Borough              | Mainland Regional  |
| Atlantic City       | Galloway Township           | Mullica Township   |
| Buena Regional      | Greater Egg Harbor Regional | Northfield City    |
| Egg Harbor City     | Hamilton Township           | Pleasantville City |
| Egg Harbor Township | Hammonton Town              | Somers Point City  |
| Estell Manor City   | Longport                    | Weymouth Township  |

**Fire Districts (Board of Fire Commissioners):**

Buena Borough Fire District No. 1  
Buena Borough Fire District No. 2  
Buena Vista Township Fire District No. 1  
Buena Vista Township Fire District No. 2  
Buena Vista Township Fire District No. 3  
Buena Vista Township Fire District No. 4  
Buena Vista Township Fire District No. 5

## PROHIBITED RUSSIA-BELARUS ACTIVITIES &amp; IRAN INVESTMENT ACTIVITIES DISCLOSURE

Bidder: \_\_\_\_\_

**PART 1: CERTIFICATION****COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services 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, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

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

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certifications.

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 of 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 contractor 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 THE APPROPRIATE BOX:**

**CONTRACT AWARDS AND RENEWALS**

☐ I certify, pursuant to law, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's list of entities 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 ("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. (Skip Part 2 and sign and complete the Certification below.)

**CONTRACT AMENDMENTS AND EXTENSIONS**

☐ I certify, pursuant to law, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's list of entities 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 ("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. (Skip Part 2 and sign and complete the Certification below.)

**IF UNABLE TO CERTIFY**

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**PART 2: Additional Information**

**PLEASE 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 or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investments activities in Iran in the space below and, if needed, on additional sheets provided by you.

**PART 3: CERTIFICATION OF TRUE AND COMPLET INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of Galloway is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Galloway to notify the Township of Galloway 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. 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 Township of Galloway and that the Township of Galloway at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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