

THE CITY OF UNION CITY

REQUESTS COMPETITIVE CONTRACT PROPOSALS FROM INDIVIDUALS/FIRMS INTERESTED IN PROVIDING INFORMATION TECHNOLOGY MANAGEMENT AND COMPUTER CONSULTING SERVICES FOR COMPUTERS, PROGRAMS AND PERIPHERAL COMPUTER EQUIPMENT THROUGHOUT THE DEPARTMENTS OF THE CITY OF UNION CITY

Introduction

The City of Union City is requesting qualifications and proposals from individuals and/or firms for computer consulting services. It will be for a term of one (1) year which can be extended for up to four (4) additional (1) year periods, at the discretion of the City upon the same terms and conditions, and in accordance with applicable law. The City seeks Proposals in accordance with the Competitive Contract Procedures (N.J.S.A. 40A:11-4.1 et seq.).

Required Services:

The successful proposer shall be required to provide computer consulting service providers for computers, programs and peripheral computer equipment throughout the departments of the City of Union City.

The Proposer will be responsible to maintain the City's computer system, programs and peripheral equipment including but not limited to:

Parking Authority

Servers:

1 physical running Windows Server 2008
2 virtual running Windows Server 2012

Copiers:

2 Copiers

Desktops:

15 Dell desktops

Software:

Filemaker
Microsoft Office 2010 2013 2016

Servers:

SQL Virtual Server running Windows 2012 Time clock server
Edmunds Virtual Server running Windows 2012 New Edmunds server
UCNJ001 Virtual Server running Windows server 2000
Exchange Server New Dell Power Edge R420 Server running Windows server 2012 & Exchange 2013
UCNJ2k Old Dell Server running Windows server 2003
UCVMHOST Dell Power Edge 420 running server 2012 R2 Hyper-V running all the VM servers

Workstations:

100-125 Dell workstations including remote offices (Dell, IBM desktops and laptops)
Windows 7 Pro as well as 10 Copiers, and 25-30 HP Type Printers.

Internet:

Cablevision with 5 static IP Addresses
Optimum at 9 locations throughout the city

Firewall:

Sonicwall TZ210 Firewall
Sonicwall SOHO at 8 locations

Routers:

One (6) Routers

Faxes:

- Approximately 7 fax machines

Scanners:

- Some departments have a copier that is also a scanner most of them are on the network.

Software

Filemaker
Edmunds
Unix
Timetrax
Taxsys
Microsoft Office 2010
MS Exchange 2012
MS Server 2003
MS Server 2012
MS Hyper-V
Mitchell Humphrey Building Code Software
Fire Official Software

Please note that the City has implemented a new Edmunds software system for the Finance and Tax departments for Union City and Contractor will be working with the City to maintain these systems. Also the Contractor will work with the City's web site developer as needed.

The successful candidate will be responsible for servicing, maintaining and providing technical support to the above listed computers, servers, peripherals and programs as well as any other computers, servers, peripherals and programs which may be acquired prior to the award of the contract or during the course of the contract term. The Contractor will provide timely written reports that track progress toward implementation of improved technology delivery, network stability and upgrade, hardware and software integration.

The City seeks Technology support service for the computer equipment as specified for approximately 520 hours per year. The City also requests the hourly rate for the services in excess of the 520 hours per year as needed. There is no minimum amount for these services or holiday rates. Additionally, a representative of the proposer shall be available to be in Union City, City Hall, at least 2 days per week as needed.

The successful proposer will provide monthly status report to the City that details the services performed during the month. The successful proposer will include in its report all information required by the City in connection with the services, and shall, at no additional cost or fee, revise any report to include any additional information requested by the City. Such report shall be provided no later than the first of the month for the services provided the previous month. By way of example, the report for services rendered in September shall be due no later than October 1, and so forth. Any revised report shall be provided within five (5) days of the City's request.

Proposers should set forth in their proposals how the above services are to be accomplished and how the fees for those services will be paid. This includes identification of those fees which will be the direct responsibility of the City, i.e., veterinary fees, as opposed to reimbursing the successful proposer for those costs, as well as any materials and/or equipment which the City will be responsible for providing (if any). Proposers should also set forth what facilities they have available to provide the services.

Additional Requirements:

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) within the time permitted by law. The registration must be effective as of the time and date for the submission of proposals.

The successful candidate shall be required to comply with the following insurance requirements:

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the City of Union City from liability.
- b. Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation;
Part Two – Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include:
Premise / Operations; Independent Contractors;
Product / Completed Operations;
Contractual; Personal Injury;
Broad Form Property Damage;
City of Union City as additional insured.
 - B: Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

III. If applicable, Professional Liability insurance in the amount of not less than \$1,000,000.

The certificate of insurance shall designate the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.

The Contractor agrees to indemnify and hold harmless the City of Union City, the Board of Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the City of Union City maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by or providing services on behalf of the Contractor.

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

The successful Contractor shall be required to execute the form of hold harmless agreement attached hereto.

Programs of self-insurance are not acceptable.

Professional Information and Qualifications

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the City Clerk. Each interested candidate shall submit the following information within the time permitted by law:

1. Name of firm, business organization, shareholders and directors with more than a ten per cent interest in the organization;
2. Any licenses held by the Proposer or employees of the Proposer (provide copies of all licenses);

3. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;
4. Description of the Proposer's qualifications, number of years in business and a description of their experience with services similar to those described above. This includes a similar description for all key personnel. Demonstrate ability to comply with requirements in "Required Services" section of this RFP;
5. Experience in providing similar services for municipalities, including a description of the services you propose to provide to the City to successfully implement the services;
6. At least three (3) references, two (2) of which must have knowledge of your service to public entities;
7. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Please fill out the attached Proposal Form. In addition, please provide any further (if any), cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and all expenses and costs for which the City will be responsible. Also advise as to what facilities, materials and equipment the City will be responsible for providing (if any);
9. Any other information which the interested organization deems relevant;
10. Statement concerning Ethics Complaint (copy attached);
11. Statement of Ownership Disclosure (c.52:25-24.2) (copy attached);
12. Non-Collusion Affidavit (copy attached);
13. Proof of business registration with the New Jersey Division of Taxation (P.L. 2004 c. 57) (prior to award of contract);
14. If required by the City, criminal background check for all persons who will be assigned to provide services under this contract shall be provided to the City after the contract is awarded and the contract is contingent upon receipt by the City of satisfactory background checks;
15. Disclosure of Investment Activities in Iran form (prior to award of contract. Form attached); and
16. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form (prior to the award of contract. Form attached).

Evaluation of Proposals/Selection Criteria:

It should be understood by each company submitting a proposal that the City must select a proposal that not only meets and conforms to the scope of work included in the RFP, but also offers clear and reasonable assurances of successfully meeting the City's needs. The criteria that will be considered in evaluating proposals are the criteria detailed in the table below. They are weighted based on importance to the City. The points awarded range from 0 to 5, with 5 being the highest score and 0 the lowest score. After the points are awarded by the evaluator, the weighting factor will be applied and a total score will be calculated, which will then be recommended to the Board of Commissioners for the award of the contract. Each area of the evaluation should be addressed in detail in the company's proposal. The criteria are as follows:

Criteria	Weighting Factor	Points 1-5 (5 is the highest)
TECHNICAL CRITERIA Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	10%	1-5
MANAGEMENT CRITERIA History and experience in performing similar work. Availability of personnel, facilities, and equipment. Qualification and experience of personnel. Significant experience representing Government entities of similar budget.	25%	1-5
PAST EXPERIENCE & PERFORMANCE References, including Prior Experience in the City of Union City, or similar entity	40%	1-5
COST CRITERIA	25%	1-5

A contract, if awarded, shall be awarded as permitted by N.J.S.A. 40A:11-4.5 The City reserves the right to waive any informalities in, and/or reject any and all proposals as may be permitted by law. Under no circumstances shall the provisions of a proposal be subject to negotiation by the City.

Submission Requirements

Sealed RFPs will be publicly opened by the Acting City Clerk in Union City Hall, 3715 Palisade Avenue, Union City, at 10:15 a.m. on April 25, 2024. Proposals must be received no later than 10:15 a.m. April 25, 2024 by:

Hilda Rosario
Acting City Clerk
City of Union City
3715 Palisade Avenue
Union City, New Jersey 07086

Please submit one original and two (2) copies of the RFP. Use white 8 ½” x 11” paper.

**INFORMATION TECHNOLOGY AND COMPUTER CONSULTING SERVICES
FOR COMPUTERS, PROGRAMS AND PERIPHERAL COMPUTER EQUIPMENT
THROUGHOUT THE DEPARTMENTS OF THE CITY OF UNION CITY**

Please attach a proposed schedule of rates and provide anticipated contract amount for services identified herein.

PROPOSAL FORM

- 1) For service of equipment as specified in the technical specifications
for 520 hours per year. \$
(Annual Fee)
- 2) Hourly rate (in excess of 520 hours per year) as needed \$
(per hour)
(no minimum, no holiday rate).
- 3) Percent increase fees on an annual basis for subsequent years _____%
(if contract renewed or extended)

Respectfully Submitted,

Signature: _____

Print Name and Title _____

Company Name _____

Company Phone Number _____

Company Address _____

Company Fax Number _____

City, State, Zip _____

Federal Tax Identification Number _____

STATEMENT CONCERNING ETHICS COMPLAINTS

I, _____, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the _____ in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this proposal to the City of Union City.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

By: _____

Print Name: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of
Organization:** _____

**Organization
Address:** _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<i>[continued on next page]</i>	

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

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

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

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

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

[continued on next page]

Part IV Certification

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

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

RE: IT CONSULTANT SERVICES

4887-8964-5854, v. 1

HOLD HARMLESS AGREEMENT

BETWEEN:

The City of Union City
3715 Palisade Avenue
Union City, NJ 07087

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the City of Union City.
2. The Contractor agrees to indemnify and hold harmless the City, Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including reasonable attorney's fees to which the City may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor or anyone directly or indirectly employed by the Contractor, for whom the Contractor is liable.
3. The Contractor shall hold the City of Union City harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Union City as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this ____ day of, _____ 2024.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

BIDDER CAPABILITY AFFIDAVIT

1. Location:

2. Number of employees (full-time and part-time):

3. Type of equipment present:

4. List current customers with contracts similar to the City's, including a contact name and telephone number:

As President, I certify that _____ has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the City with the procedures specified in the bid specification.

Name (type) of President

Signature

Telephone Number

Fax Number

Print Witness Name

Witness Signature

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Phone Number: _____

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 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: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

☐

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

OR

☐

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to
Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Union City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Union City and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT/BID SOLICITATION TITLE: _____

CONTRACT/BID SOLICITATION No.: _____

☐

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law. I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City, State, Zip Code)
Representative

Vendor Email Address for Authorized

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.NJ Rev. 6.8.2022