

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received by the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey on **October 6, 2020 at 10 AM** prevailing time in the City Clerks Office, second floor, 3715 Palisade Avenue, Union City, New Jersey, 07087 at which time and place the proposals will be opened and read in public for:

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

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et. seq. the City seeks Proposals for the position of consultant for computers, programs and peripheral computer equipment throughout the department of the City of Union City (“services”) for a contract period of July 1, 2020 to June 30, 2021. Such contract may be extended to the extent, and for the length of time permitted by law. A contract, if awarded, will be awarded to the Proposer whose proposal, price and other factors considered, best meets the needs of the City as determined by the Board of Commissioners. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 178:27 as amended (Affirmative Action). The successful candidate will have the knowledge and experience set forth below and in the Technical Specifications included herewith.

The City of Union City is seeking sealed written proposals from information technology and computer consulting service providers for computers, programs and peripheral computer equipment throughout the departments of the City of Union City for a one year contract. The contract may be extended for additional terms as may be permitted by applicable law.

I. If you are interested in performing the services for the City of Union City, you must submit a written, sealed proposal, original and 2 copies, with qualification statement. The qualification statement submitted shall be in writing and shall contain the information in Items 1 through 6 below, as well as provide the necessary forms, attachments and otherwise comply with the other requirements of this RFP:

1. The name and principal business address of the Proposer.
2. The name and telephone number of the person who shall serve as primary contact person for computer/information technology consultation (“the contact”), contact's responsible official and representative if the proposer is awarded the contract. The City shall be able to contact this person at any time if needed.
3. A complete list of all of the proposer’s technical, field service technicians, and supervisory personnel, grouped by job classification and title. This list must also contain the technical, educational, certification numbers and any applicable licensure qualifications of each person named.

4. A complete list of all municipalities served by the proposer and specifically identifying services provided to each municipality as well as a copy of the contract therewith.
5. The manner in which each class of employee is compensated, which shall be one of the following only: full-time salaried, part-time salaried, full-time hourly or part-time hourly. If employees of a given class are compensated more than one way, a percentage breakdown must be provided.
6. The complete address of each office of the proposer that is open and staffed at least 35 hours per week by salaried or hourly agency employees.
7. 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.

8. Insurance Requirements:

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; product 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. 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;
Endorsed to name the City of Union City as an 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. Endorsed to name the City of Union City as an additional insured.

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. The Contractor's insurance shall be primary and non-contributory.

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 Mayor and 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 or nature, including reasonable attorneys' fees, to which the City of Union City may be 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, breach of contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of the services under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor, or anyone provided the services on behalf of the Contractor. The availability of insurance shall not relieve the Contractor of its obligations under this paragraph or this agreement.

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

Programs of self-insurance are not acceptable.

Proposers are directed to provide a copy of the insurance requirements as described in item 19 to their insurance broker to determine that this requirement can be satisfied. A contract will not be awarded until proof of the aforementioned insurance requirements in a form of an insurance certificate is submitted after the proposal opening and before the award of the contract.

9. Proposers must provide a copy of the State of New Jersey Business Registration Certificate, as required by New Jersey P.L. 2001, Chapter 134, preferably with their proposal, but in all circumstances prior to the award of contract. Proposers shall also

provide business registration certificates for any named and listed sub-contractor prior to the award of contract.

10. Proposers shall execute and provide the attached Disclosure of Investment Activities in Iran form within the time permitted by law.
11. A statement must be submitted setting forth the names and addresses of all the stockholders in the corporation who own ten (10) percent or more of its stock of any class, or all individual partners in the partnership who own a ten (10) percent or greater interest therein. If this does not apply, the proposer must then sign at the bottom of the page. The corporation / partnership statement form is attached as a part of this proposal package. Failure to meet this requirement may result in proposal rejection. A form of disclosure is provided.
12. During the performance of this contract (Affirmative Action):
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127. as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
13. The successful bidder will be required to execute a contract as approved by the City's counsel which will include all terms, conditions, and specification documents, as well as those provisions required to be included by law.
14. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and/or to any other person, company or corporation without the prior written consent of the Board of Commissioners of the City.
15. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ, or those which are providing services on behalf of the Contractor, to City Property including but not limited to Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore, repair or replace, at his own expense, in a manner satisfactory to the City, such property as was damaged by those in his employ, or those who provide services on behalf of the Contractor, during the execution of the project or the provision of services. In case of failure on the part of the Contractor to restore, repair or replace such property in a manner satisfactory to the City, the City may, upon 48-hour notice to the Contractor, proceed to make such repairs, restore or replace such property that in the City's judgment has been injured or damaged by the Contractor or those in his employ of for whom the Contractor is responsible, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract. If the amount due or which may become due under the contract is insufficient to

cover the cost, the Contractor shall be liable for the difference. The availability of insurance shall not relieve the Contractor of its obligations under this paragraph or other obligations under this contract.

16. The City of Union City will not assume responsibility for proposals mis-mailed or mis-delivered. It is the bidder's responsibility to see that proposals are presented to the City Clerk on the hour and at the specific room and place designated.
17. The successful proposer whose proposal is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
18. The successful proposer will provide all the necessary tools and equipment required to start, perform and complete the job.
19. Proposers shall sign Exhibit A regarding affirmative action requirements for procurement, professional and service contracts. The successful proposer shall be responsible for providing a valid employee information report or completing an AA-302 form within ten (10) days of a contract award. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
20. The City is inviting these proposals through a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.5 et seq.
21. As of January 2007, all 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.
22. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq) prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. Bidders are required to read Americans with Disabilities language that is included in Appendix B of this specification and agrees that the provisions of Title II of the Act are made a part of the Contract. The contractor is obliged to comply with the Act and to hold the owner harmless.
23. The City reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the Contractor. Upon such termination, the Contractor, as its sole remedy, shall be entitled to receive payment for undisputed and non-defective services provided prior to the date of termination. Contractor waives its right to claim lost profits, consequential, indirect, special, punitive or other types of damages.

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

Year One

- 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).

Year Two

- 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)

Respectfully Submitted,

Signature: _____ Print Name and Title _____

Company Name _____ Company Phone Number _____

Company Address _____ Company Fax Number _____

City, State, Zip _____

Federal Tax Identification Number _____

CERTIFICATE OF AUTHORITY IF BIDDER IS A CORPORATION

, the undersigned, as Secretary or authorized representative of the corporation submitting the foregoing Proposal, hereby certifies that under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said proposal on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Phone Number: _____

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: _____

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 to, and included with all proposal and proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal 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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Proposer/proposer; that the *City of Union City* ("*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 the *City* to notify the *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* to declare any contract(s) resulting from this certification void and unenforceable.

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

[continued on next page]

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 agreements(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: _____