

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

**COMPETITIVE CONTRACTING
REQUEST FOR PROPOSAL**

**2025 PROFESSIONAL MANAGEMENT
CONSULTING SERVICES**

ISSUE DATE: January 31, 2025

DUE DATE: February 21, 2025

Issued by:

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

Introduction

The City of Rahway (“City”) is requesting qualifications and proposals from individuals and/or firms for the following services: management consultant: The term of the contract shall be from January 1, 2025 through December 31, 2025. To the extent permitted by law, a contract, if awarded, may be extended for up to four (4) additional one-year periods upon the same terms and conditions set forth herein The City seeks Proposals in accordance with the Competitive Contract procedures set forth in N.J.S.A. 40A:11-4.1 et seq.

Required Services

The successful candidate will provide the City with services related, but not necessarily limited to:

1. Continuation of a department-by-department review of the organizational functions in accordance with new procedures.
2. Provide assistance to the Administration and its departments to ensure that productivity and efficiency remains paramount as the City continues to expand.
3. Ensure that established procedures of the City and State are being adhered to by City supervisors and employees.
4. The vendor shall provide monthly billing statements that include a brief statement showing the original amount of the Contract, any increases established by amendment to the Contract, the amount previously billed under the Contract, and the total amount of unbilled funds remaining available under the Contract, and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed. A copy of each billing statement shall be made available to the State Fiscal Oversight Officer upon 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.

Additional Requirements

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) prior to the award of contract but preferably with their proposal. The registration must be effective as of the time and date for the submission of proposals.

Procurement Process and Schedule

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

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

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

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

Designated Contact Person:

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

Request for Proposal packages shall be submitted to and received by the City via mail and hand delivery, by 3:00 p.m. prevailing time on February 21, 2025 and must include one (1) original set of documents, one (1) electronic copy of all documents in PDF format on a USB flash drive, and one (1) electronic copy of all documents in PDF format emailed to aleung@cityofrahway.com.

Proposals will not be accepted by facsimile transmission or email only. Qualifications shall be submitted in envelope(s) clearly labeled with the title of this RFP. Submit Statement of Qualifications to:

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

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

TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualifications	January 31, 2025
2. Receipt of Proposals	February 21, 2025
3. Evaluation of Proposals	February 24, 2025 to March 7, 2025
4. Approval of Professional Services Resolutions by City Council	March 10, 2025

SUBMISSION REQUIREMENTS

The RFP submitted by the Respondent must meet or exceed the professional, administrative, and financial qualifications set forth and shall incorporate the information requested below.

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

Administrative Information Requirements

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

TAB #1 – Letter of Intent

An executed Letter of Intent (See Appendix B).

TAB #2 – Letter of Qualification

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

TAB #3 – Firm(s) Contact Information

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

TAB #4 - Firm Ownership and Organizational Structure

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

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

TAB #5 – Mandatory Affirmative Action Certification

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

Mandatory Equal Employment Opportunity Language (See Appendix C).

TAB #6 – Firm Experience

A summary of relevant experience including:

- (a) The number of years your organization has been in business under the present name and current management.
- (b) Name, address and contact information of references
- (c) A description of overall experience in providing the type of services sought in this request.
- (d) A description of overall experience and familiarity within the City of Rahway.
- (e) Resumes of key employees
- (f) Project Staffing
 - 1. Describe the services that Respondent would perform directly and those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project and their relevant project experience.
 - 2. Indicate whether the Respondent normally employs union or non-union employees?

TAB #7 – Relative City Employees

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

TAB #8 – Judgements, Claims, Suits and Bankruptcy

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

TAB #9 – Business Registration Certificate

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

TAB #10 – IRS Form W-9

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

TAB #11 – Stockholder or Partnership Disclosure

TAB #12 – Licensing

Confirm appropriate federal and state licenses to perform activities.

Tab #13 – Compensation

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

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

Tab #14 – Non-Collusion Affidavit

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

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

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

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

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 as 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 is as follows:

Criteria	Weighting Factor	Points 1-5 (5 is the highest)
<u>TECHNICAL CRITERIA</u>		
Vendor’s proposal demonstrates a clear understanding of the scope of work and related objectives	10%	1-5
<u>MANAGEMENT CRITERIA</u>		
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
<u>PAST EXPERIENCE & PERFORMANCE</u>		
References, including Prior Experience in the City of Rahway, or similar entity	40%	1-5
COST CRITERIA	25%	1-5

A contract shall be awarded as permitted by N.J.S.A. 40A:11-4.5. The City reserves the right to reject any and all proposals, and to waive any informalities in the 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 virtually opened by the Purchasing Agent via Microsoft Teams (Meeting ID: 294 841 838 379, Password: dr7jKA2) on Friday, February 21, 2025 at 11:00am prevailing time.

Proposals must be received **no later than 10:00 a.m. on February 21, 2025** by:

Anissa Leung
City of Rahway
Department of Revenue & Finance
1 City Hall Plaza
Rahway, New Jersey 07065

APPENDIX A

LETTER OF QUALIFICATION

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

[insert date]

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

Dear Mrs. Leung:

The undersigned have reviewed the submission requirements and submitted in response to the Request for Proposal (RFP) issued by the City of Rahway ("City"), dated January 31, 2025 in connection with the City's need for **CCRFP - 2025 PROFESSIONAL MANAGEMENT CONSULTING SERVICES**.

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

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

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX B

LETTER OF INTENT

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

[insert date]

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

Dear Mrs. Leung:

The undersigned, as Respondent, has (have) submitted the attached proposal in response to a Request for Proposal (RFP), issued by the City of Rahway ("City"), dated January 31, 2025 in connection with the City's need for **CCRFP - 2025 PROFESSIONAL MANAGEMENT CONSULTING SERVICES**.

(Name of Respondent) HEREBY STATES:

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

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of **CCRFP - 2025 PROFESSIONAL MANAGEMENT CONSULTING SERVICES**. must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

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

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

APPENDIX C

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action

Plan Approval; Certificate of Employee

Information Report; or

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

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

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX D

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

The Vendor and the City of Rahway, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPENDIX E

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

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

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

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

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 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

Part III

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

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

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

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

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

Part IV Certification

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

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____
(name of 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 _____
(title or position) (name of firm)

_____ the Vendor making this Proposal for the proposal

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

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

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

Subscribed and sworn to
before me this day _____ 20 _____

(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 _____

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

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

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

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiaries, or affiliates, is identified on the Department of Treasury's Russia-Belarus or Chapter 25 list as a person or entity engaging in investment activities in Russia, Belarus, or Iran. Both lists are found on the Treasury's website at the following addresses: <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

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

PLEASE CHECK EITHER BOX

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

OR

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

Part 2

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

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

Name _____ Relationship to Respondent/Vendor _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Respondent/Vendor _____

Contact Name _____ Contact Phone Number _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____