

PARKING AUTHORITY
of the
TOWN OF MORRISTOWN, NJ



REQUEST FOR PROPOSAL
FOR
GENERAL COUNSEL

Request for Proposal No. MPA-23-001

Date due: 12/15/2022

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Morristown Parking Authority, NJ (the “MPA”), at the MPA offices located at 14 Maple Avenue, Suite 101, Morristown, Morris County, New Jersey 07960 up to December 15, 2022 at 1:00 p.m. prevailing time and at that time publicly opened and read for the following:

GENERAL COUNSEL

Proposal No. MPA-23-001

Specifications and other Proposal information can be picked up at the MPA offices during normal business hours Monday – Friday 8:30 a.m. - 4:30 p.m. or requested via email to purchasing@mpanj.org. Proposals must be made on the proposal forms included with the specification, be enclosed in a sealed package bearing the name and address of the proposer and “PROPOSAL TITLE, NAME & Proposal Number” on the outside, addressed to Nicole S. Fox, at the address above.

Proposers are required to comply with the affirmative action requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27-1, et seq.

NICOLE S. FOX
Executive Director

I. Instructions to Proposers

A. Submission of Proposals

1. **Delivery of Proposals; Deadline for Submission of Proposals.** Proposals shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Proposer's Name and Address, Proposal Category and/or Project Name, and due date, in accordance with all of the requirements set forth herein.

All proposals shall be delivered at time and date as stated on the Notice to Proposers to:

Nicole S. Fox
Executive Director
Morristown Parking Authority
14 Maple Avenue, Suite 101,
Morristown, Morris County, New Jersey 07960

It is the proposer's responsibility to present proposals to the MPA prior to or at the time and at the place designated. Proposals may be hand delivered or mailed; however, the MPA disclaims any responsibility for proposals forwarded by regular or overnight mail. Proposals sent by express mail or delivery service must either 1) include the above designation on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Proposals received after the designated time and date will be returned unopened.

2. Sealed Proposals forwarded to the MPA before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the Proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
3. More than one proposal from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
4. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the MPA in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the Proposal must be initialed in ink by the person signing the Proposal.
5. Each proposal form must give the full business address, business phone, fax, e-mail, the contact person of the proposer, and be signed by an authorized representative as follows:

- Proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposals by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
6. Official Request for proposal packages are available at the location stated in the Notice to Proposers. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The MPA is not responsible for third party supplied documents. Proposers are urged to register their contact information with the MPA so any addenda to these specifications can be sent to them.

B. INSURANCE & INDEMNIFICATION

1. The insurance requirements for this contract are included within the Contract Forms section of this Request for Proposals.
2. Successful proposer(s) shall indemnify and save and keep harmless and defend the MPA against any or all losses, cost damage, claim expense, or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the operations under the contract including but not limited to employees, agents, servants, contractors and subcontractors of the successful proposer, even if the losses, costs, damage, claim, expense, or liability stem from negligence of the MPA.

C. INTERPRETATION AND ADDENDA

1. The proposer understands and agrees that its proposal is submitted on the basis of the specifications prepared by the MPA. The proposer accepts the obligation to become familiar with these specifications.
2. Proposers are expected to examine the specifications and related Proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the appropriate official. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the Proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the proposer fails to notify the MPA of such ambiguities, errors or omissions, the proposer shall be bound by the requirements of the specifications and the proposer's submitted Proposal.

3. All interpretations and/or clarifications of the proposal documents will be issued in writing and sent to potential proposers who provided an email address when obtaining a copy of the Proposal package, or had submitted a Proposal submission. The MPA's interpretations or corrections thereof shall be final.

D. PRICING INFORMATION AND PREPARATION OF PROPOSALS

1. The MPA is exempt from any local, state or federal sales, use or excise tax. The MPA will not pay for N.J. State Sales and Use Tax that are included in any invoices.
2. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Proposals submitted shall have included this cost.
3. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract, including any renewal.
4. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the MPA opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

E. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Proposal and contract.

1. 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. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

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

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

- ii. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division.
 - iii. The successful proposer shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to “Treasurer, State of NJ” and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations
2. New Jersey Anti-Discrimination. The contract for this Proposal shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.
 3. Americans with Disabilities Act of 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the MPA harmless for any violations committed under the contract.
 4. Pay-to-Play Disclosure. 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.
 5. Statement of Ownership. N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said business organization, proposers shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability

partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the Proposal as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a Proposal or other proposal shall provide proof of business registration to the proposer, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- i. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
 - ii. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
 - iii. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.
7. Disclosure of Investment Activities in Iran. N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Proposers must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the MPA is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus. P.L. 2022, c.3 requires contractors certify that it is not engaged in prohibited activities in Russia or Belarus as that term is defined within the law.
9. American Goods and Products. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
10. Non-Collusion Affidavit. The Affidavit shall be properly executed and submitted with the proposal.

F. METHOD OF CONTRACT AWARD

1. The proposal submissions will be evaluated based based on price and other qualification factors set forth in this RFP. The criteria for award of the RFP is set forth more fully in Section II. *Specifications* of this RFP.
2. The length of the contract shall be stated in Section II. *Specifications* of this RFP.
3. The successful proposer will be required to execute the MPA's form contract, which is included within this RFP. If proposer desires to make any modifications to the contract language, or if proposer has another contract form that it desires to sign in lieu of or in addition to the MPA form contract, a sample copy of the proposer's proposed contract language or form must be submitted with the Proposal as a separate attachment. Any proposed language or form changes which in any way modifies the proposer's responsibilities as set forth in the Proposal specifications will not be acceptable and will be deemed to constitute an exception. Proposer exceptions must be formally accepted by the MPA; material exceptions shall not be approved.
4. Successful proposer/respondent shall complete W-9 Form and submit to the MPA prior to contract award. The form is available at the following link:
www.irs.gov/pub/irs-pdf/fw9.pdf

G. PAYMENT

1. No payment will be made unless duly authorized by the MPA's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the MPA's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
3. Public funds may be used to pay only for goods delivered or services rendered. The MPA shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other

document that represents a legal commitment on the part of the MPA to pay additional fees.

H. OTHER PROVISIONS

1. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the contract, the contractor shall:
 - i. Not use or disclose protected health information other than as permitted or required by law
 - ii. Use appropriate safeguards to protect the confidentiality of the information
 - iii. Report any use or disclosure not permitted

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

2. The MPA shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the MPA to the successful proposer (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the MPA, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the MPA. Any information supplied to the MPA may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

3. Under state and federal statutes, certain government records are protected from public disclosure. The MPA, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The MPA retains the right to make any public disclosure under the law. Also,

among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

4. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the MPA.

SPECIFICATIONS

II. Specifications

A. Introduction

Pursuant to the Fair and Open Process described under *N.J.S.A. 19:44A-1, et seq.*, the MPA seeks Request for Proposals (“RFP”) from law firms licensed to practice law in the State of New Jersey that wish to provide general counsel services to the MPA, as directed by the Executive Director, the Board of Commissioners or other appropriate official within the MPA for a contract period beginning on January 1, 2023 and ending December 31, 2023. All candidates are required to comply with *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.* as amended. (Affirmative Action). The successful attorney/firm must have significant experience in representing public entities in New Jersey as general counsel. The successful attorney/firm will provide the MPA with, but not necessarily limited to, the following:

1. Legal guidance, research and/or advisory opinions as needed;
2. Research and prepare resolutions;
3. Represent the MPA in litigation in federal and state courts and administrative forums;
4. Review and/or draft contracts and other legal documents;
5. Attend meetings of the Board of Commissioners or with individual commissioners upon request;
6. Conduct programs on specified legal issues for appropriate elected officials and/or city employees upon request; and
7. Any other matters as directed by the MPA.

B. Professional Information and Qualifications

Each interested firm shall submit the following information:

1. Name of Firm;
2. Address of principal place of business and all attorneys or firm’s offices and corresponding telephone and fax numbers. Please note specifically which attorneys will be assigned to work with the MPA;
3. Areas of Practice;
4. Description of firm’s attorneys’ education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
5. Experience related to representation of public entities with regard to represent issues;
6. At least four (4) references, three (3) of which must have knowledge of your representation of a public entity;
7. The firm’s ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Cost details, including the hourly rates of each of the individuals who will perform the services and all expenses;
9. Statement, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company; and

10. State whether your company/firm is presently involved in a lawsuit and whether it has been sued in the last five (5) years. If so, provide a description of each matter.

C. Selection Criteria

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

CONTRACT FORM

ARTICLE II **PAYMENT**

A. **Amount, Rate, Time & Manner**: In accordance with the authorization granted by [*RESOLUTION NO.*], adopted by the Board of Commissioner for the Parking Authority of the Town of Morristown on [*DATE RESOLUTION ADOPTED*], the Contractor shall be compensated in an amount not to exceed \$[*VALUE OF CONTRACT*] in full consideration of all services performed under this Agreement. The time, rate and manner of payment shall be as follows: [*HOW/WHEN IS CONTRACTOR COMPENSATED*]

Any changes to the maximum compensation specified in this Article II(A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the Board of Commissioners for the Parking Authority of the Town of Morristown. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, Contractor, understands that Contractor shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in this Article II(A) unless additional compensation is expressly authorized by resolution.

B. **Satisfactory Performance**: It is the exclusive right of the Parking Authority to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by Contractor.

C. **Documentation**: Payment shall be made only upon submission by the Contractor of the required executed standard Parking Authority invoice, a bill on Contractor's letterhead and any other documents deemed necessary by the Parking Authority.

D. **Right to Audit**: Contractor agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. Contractor agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The Contractor also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. Contractor agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the Parking Authority. Said records shall be kept for a minimum of three (3) years after expiration of the contract term.

ARTICLE III **TERM**

A. **Dates**: Upon its authorization and execution this Agreement shall be effective for the term commencing [*DATE*] and expiring on [*DATE*].

B. **Completion & Extensions:** The Contractor shall complete the performance of services under this Agreement by the Agreement expiration date and/or in accordance with any completion schedules set forth in Exhibits A & B.

The Executive Director of the Parking Authority or her designee may extend the time for completion specified by Article III(B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

C. **Time of the Essence:** The time limits for the performance and completion of services are **of the essence** of this Agreement. Expeditious performance and completion of the specified services are essential for the Parking Authority's public purposes. The Contractor shall keep the Parking Authority informed of the Contractor's progress and any updates or changes that may impact the project schedule. If changes in the project schedule are required, due to changes in the work, unforeseen conditions, or similar causes that are beyond the control of the Contractor, a revised project schedule shall be provided by the Contractor for Parking Authority review and approval under Section III(B).

ARTICLE IV **GENERAL PROVISIONS**

A. **Independent Contractor:** The Contractor's status shall be that of an independent principal and not as agent or employee of the Parking Authority.

B. **Contractor's Workforce & Means and Methods:** Contractor shall furnish all materials, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a professional and acceptable manner within the time stipulated set forth in the Agreement Documents. If necessary, the Contractor shall increase said workforce and resources to complete the Project within the time schedule and performance requirements set forth in the Agreement Documents.

The Parking Authority shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the Parking Authority shall not be responsible for the Contractor's failure to carry out the Work in accordance with this Agreement, and in accordance with all applicable laws and prudent industry practices. Further, the Parking Authority shall not be responsible in any way for the acts or omissions of the contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C. **Parking Authority Review of Contractor's Work:** The Contractor shall cooperate with the Parking Authority's efforts to ascertain whether the work complies with the requirements and intentions of this Agreement. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the Parking Authority shall not relieve the Contractor of any of its obligations to fulfill this Agreement as herein

required, and shall not make the Parking Authority responsible for the Contractor's performance or failure to perform any of its obligations under the Agreement.

D. Contractor's Duty to Perform: The Contractor's obligation to perform and complete the work and provide all Services in accordance with this Agreement shall be absolute. Observations made by the Parking Authority, recommendation of any progress or final payment by the Parking Authority, and any determination that work appears to be substantially completed or any payment by Parking Authority to the Contractor under the Agreement; or any use of or reliance upon the work or any part thereof by the Parking Authority, shall not act as a waiver or release of the Contractor's duties to provide all services in accordance with the requirements of this Agreement.

E. Compliance with All Laws: The Contractor's provision of all materials and goods, and the performance of all work and services required of the Contractor hereunder shall be provided and performed by the Contractor in accordance with all applicable Federal, State, Parking Authority and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Contractor's performance shall apply as if set forth in full herein. The Contractor warrants and represents to the Parking Authority that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the Contractor's performance under this Agreement.

F. Governing Laws: This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in Morris County and the Contractor hereby voluntarily submits to the jurisdiction of said court.

G. Ownership of Contract Documents: All materials, information, reports, drawings, plans or other documents which have been paid for by the Parking Authority remain the property of the Parking Authority and may be utilized for any Parking Authority purpose. Contractor waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, in said reports or work products. In any Agreement requiring submission of reports or work products to appropriate officials of the Parking Authority, it is agreed that all work products prepared pursuant to said Agreement are the property of the Parking Authority and shall include a statement that such reports were prepared under Agreement with the Parking Authority. Any drawing or specification or other information relating to this project, prepared under Agreement to the Parking Authority cannot be used for any other project without explicit written permission of the Parking Authority.

H. Modifications: This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.

I. Subcontracting: The Contractor shall be the party solely and fully responsible to the Parking Authority for the performance of all requirements under this Agreement, at all times and in all respects. The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of

his obligations to the Parking Authority without first securing written approval of the Parking Authority, except to the extent that any assignment, subletting or transfer is mandated by law. Any such written approval by the Parking Authority shall be based upon the Contractor 's written request for such approval accompanied by the Contractor's submission of proof, to the Parking Authority's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the Parking Authority, or result in a diminishing of the Contractor's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Agreement Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the Parking Authority as set forth herein. If a subcontract or other assignment is authorized by the Parking Authority, the assignee or subcontractor shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Agreement Documents. In addition, the Contractor shall be solely responsible for making payments to its all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

The Contractor is hereby bound and the partners, successors, executors, administrators and legal representatives of the Contractor and the assigns of the Contractor are hereby bound to this agreement and to the Parking Authority in respect of all covenants, agreements and obligations of this agreement. Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than the Parking Authority and the Contractor, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the Parking Authority and Contractor and not for the benefit of any other party.

J. **Assignment for the Benefit of Creditors:** The Contractor shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or transfer its rights, title or interests in this agreement to any creditor, lien or judgment holder or other third party.

K. **Waiver:** The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.

L. **Severability:** Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.

M. **Captions:** The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

ARTICLE V **WARRANTIES**

A. **Non-Solicitation**: The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Parking Authority employees, officers or officials.

B. **Qualifications & Ability to Perform**: The Contractor does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

The Contractor does hereby represent that it is ready, willing and able to perform all services in the timeframe and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

C. **Debarment**: The Contractor warrants that no portion of the services to be provided by it to the Parking Authority shall be performed or supplied by firms or individuals who are included in the report of suspensions, debarments and disqualification of firms and individuals from participation in public contracts, as maintained by either the State of New Jersey or by the United States Government.

ARTICLE VI **INDEMNIFICATION**

A. **General**: The Contractor agrees to protect, defend, indemnify and save harmless the Parking Authority and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Parking Authority.

B. **Premises**: If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Parking Authority or any third party, in order to perform the services required hereunder, the Contractor covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to

any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Parking Authority from the payment of all sums of money by reason of all, or any, such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or Parking Authority ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Parking Authority.

C. **Royalty, Copyrights and Patents**: The Contractor shall indemnify and save harmless the Parking Authority against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. **Survival**: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement Documents, as well as all continuing obligations indicated in the Agreement Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII **INSURANCE**

A. **COVERAGE**: Contractor shall purchase and maintain during the entire period of this Agreement insurance coverage either:

_____ as specified in the insurance requirements set forth in the Request for Proposal (Exhibit A), or

_____ as specified in Appendix 2 which is hereby incorporated into this agreement.

_____ no insurance is required for this Agreement.

Contractor must provide the Parking Authority with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix 2 prior to the Parking Authority's execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII **REGULATORY REQUIREMENTS**

A. **Affirmative Action and Non-Discrimination**: Contractor agrees to comply with the requirements of PL 1975 c.127 (N.J.A.C. 17:27), which requirements are set forth in Appendix 1 which is attached hereto and incorporated herein.

B. **Prevailing Wage**: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every Agreement entered into by the Parking

Authority of the Town of Morristown, except those Agreements which are not within the scope of the Act. The successful Contractor and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by Parking Authority representatives. The Contractor's signature on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this Proposal are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of payment.

C. **Non-Discrimination**: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

D. **Construction Contract Mediation Provisions**: To the extent this Agreement is a "Construction Contract" as defined by the Local Public Contracts Law, the provisions of N.J.S.A. 40A:11-50 are hereby incorporated herein by reference.

E. **Non-Fair and Non-Open Procurement**: If this agreement was not awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4 et seq.* Then the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A[1]16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in the municipality/county if a member of that political party is serving in an elective public office of that municipality/county when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the Agreement is awarded.

ARTICLE IX.

TERMINATION OF CONTRACT

A. **Termination for Convenience**: The Parking Authority may terminate the Agreement, in whole or in part, without showing cause, when the Parking Authority determines that termination is in the best interest of the Parking Authority.

B. **Termination for Cause**: Without limitation upon any other right or remedy that may exist or be available to the Parking Authority under the Agreement Documents or generally as a matter of law or in equity, Parking Authority may terminate the Agreement upon the

Contractor's failure or inability to perform in accordance with the terms and conditions set forth in this Agreement, which shall include (but not be limited to):

- a) Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
- b) Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the contractor and the subcontractor;
- c) Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
- d) Substantial breach of a provision of the Agreement documents.

C. **Notice of Termination:** The Parking Authority may terminate the Agreement for cause or convenience after giving the Contractor and the Contractor's surety, if any, seven days' written notice of the Termination.

D. **Effect of Termination:** Upon the effective date of termination for cause or convenience, all work shall cease and the Agreement shall be deemed terminated. The Parking Authority shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the Parking Authority, as specified by the Agreement Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the Parking Authority, at any time after the date of termination. In the event of a termination for cause, Parking Authority election to complete work shall not constitute a waiver of claims arising from the Contractor's default.

ARTICLE X
ADDRESS FOR NOTICE

The address given below shall be the address of the parties' representatives to which all notices and reports required by this Agreement shall be sent by mail:

If to Contractor: _____

With a copy to: _____

If to the Authority: Parking Authority of the Town of Morristown
14 Maple Avenue, Suite #101
Morristown, NJ 07960
Attn: Nicole S. Fox, Executive Director

With a copy to: Robert Goldsmith, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

Witness:

Parking Authority of the Town of Morristown

By: _____

Name: Nicole S. Fox

Title: Executive Director

Witness:

[CONTRACTOR]

By: _____

Name:

Title:

APPENDIX 1

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 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 PARKING AUTHORITY 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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.**

APPENDIX 2

Insurance Requirements Agreement

The contractor/service provider is required by this contract to purchase and maintain insurance of the following types of coverage and limits:

- 1. Commercial General Liability (CGL)**
 - a. CGL covering Bodily Injury and Property Damage Liability including Products and Completed Operations and Personal & Advertising Injury with limits of insurance not less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and \$5,000 Medical Expense (any one person).
 - b. CGL Coverage shall be written on a current version of ISO Occurrence Commercial General Liability form GC 00 01 or a form providing equivalent coverage and shall cover liability arising from premises, ongoing operations, independent contractors, products/completed operations and personal injury and advertising.
 - c. “**The MPA**” is required to be named as an **Additional Insureds** for completed operations and on-going operations on the CGL coverage part. This liability insurance shall apply to the aforementioned additional insureds as primary coverage and on a non-contributory basis.
 - d. Contractor/service provider is required to maintain CGL coverage for itself and all Additional Insureds after completion of work for at least 2 years.
- 2. Workers Compensation and Employers Liability**
 - a. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for injury by disease.
 - b. All proprietors, partners, executive officers, members must be shown as “Included” on the Certificate of Insurance (COI)
- 3. Waiver of Subrogation (Waiver of Transfer of Right of Recovery Against Others to Us)**
 - a. Contractor/service provider waives all rights against “**The MPA**”, their director, board members, supervisors, and employees for recovery of damages to the extent these damages are covered by commercial general liability or commercial umbrella liability insurance maintained per requirements stated above and where permitted by law.
- 4. Commercial Automobile Insurance**
 - a. With a minimum of \$500,000 liability limit for all owned vehicles, leased vehicles or non owned vehicles used by the contractor or their staff.
- 5. Commercial Excess Liability Coverage aka Umbrella Policy**
 - a. Excess liability with a minimum if \$1,000,000 limit per occurrence and \$1,000,000 aggregate.
- 6. Certificate of Insurance (COI)**
 - a. Contractor/Service Provider shall provide proof of the above coverage in the form of a valid and current certificate of insurance to **The MPA**, prior to commencement of work, verifying that the foregoing insurance requirements have been met. Contractors/Service Providers understand the terms of this Insurance Requirements Agreement/Contract and acknowledges that it is part of any Construction Contract/Service Contract or as a standalone Insurance Requirements Agreement.

FORMS

AFFIRMATIVE ACTION INFORMATION

Please complete the following:

Company Name _____

1. Our Company has a Federal Affirmative Action Plan Approval:

YES _____ NO _____

a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

YES _____ NO _____

a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us Form AA-302
(Affirmative Action Employee Information Report)

SEND AA-302 _____
(check if applicable)

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Stockholder Disclosure Certification

Name of Business _____

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

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2

___.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Non-Collusion Affidavit

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(Name of municipality)

in the County of _____

and State of _____ of full age, being duly sworn according to law on my oath depose

and say that:

I am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled _____, and that I executed the
said proposal with (title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Morristown Parking Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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 firm)

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property 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 may render a bidder's bid proposal non-responsive.** If the County of Atlantic determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The County of Atlantic may also report to the county counsel the name of that person, together with its information as to the false certification, and the county counsel may determine to bring such civil action against the person to collect such penalty.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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 I am authorized to make this certification on its behalf. I will sign Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder 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 nonresponsive 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, ATTACH ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Atlantic 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 any contracts with the County of Atlantic to notify the County of Atlantic 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 County of Atlantic and that the County of Atlantic at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Bidder: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

**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.: _____

Check the Appropriate Box

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

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 Authorized Representative

Date

Print Name and Title of Authorized Representative & Vendor

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.