

MUNICIPAL ATTORNEY SERVICES

REQUEST FOR QUALIFICATIONS

The City of Pleasantville invites proposals for contracted City Attorney services. Proposals are due to the City Clerk's Office by 4:00 p.m. by November 8, 2024. The City seeks services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel. Attendance at a variety of meetings will be required, including some staff meetings and Council meetings as specified. This will not include prosecuting services.

Delivery: Proposals may be mailed or hand-delivered to the City of Pleasantville City Clerk's Office.

Communications: Restrictions on communications and requests for information are delineated within the RFP package. All communications are to be directed through the City Clerk's Office.

Minimum Qualifications:

- (a) Each attorney in the proposed team must possess a Juris-Doctorate degree and have graduated from a law school accredited by the American Bar Association.
- (b) Each attorney in the proposed team must be a member in good standing of the New Jersey State Bar Association.
- (c) The proposed designated City Attorney must have a minimum of ten years for a municipal entity or government entity in the State of New Jersey for a period of at least ten (10) years prior to the submission of this proposal with particular experience in land use and public work construction.
- (d) Must have familiarity with New Jersey Urban Enterprise Zone statutes and policies.

The City of Pleasantville reserves the right to reject any or all proposals, waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the City.

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Introduction

For information about the City of Pleasantville, visit <http://www.pleasantville-nj.org>.

The City of Pleasantville has approximately 200 employees, and operates under a Mayor-Council form of government. The City Council consists of seven elected members which one is elected at large. The City Administrator directs all City operations.

The City of Pleasantville anticipates a selection will be made through this process and available full-time no later than January 2025.

The City envisions some significant developmental growth in the future. The City anticipates that submitted proposals will identify a City Attorney that works on City business. Proposers are welcome to submit alternative approaches, but this is the model that the City anticipates to be most successful to City practices.

In addition, the City utilizes counsel on an hourly basis, for certain litigation, claims, public work construction and contract issues, and other special issues.

The City has ten central departments (Fire, Police, Public Works, Court, City Clerk, Administrative Services, Finance, Recreation, Code Enforcement, and Human Resources). Each department works actively with the Municipal Attorney for advice and counsel.

Scope of Work

1. Provides legal advice, counsel, services, training, consultation, and opinions to the Mayor, City Council, and administration, and all levels of the City government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, construction of public works, condemnation, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, and tort law. The Municipal Attorney's advice includes methods to avoid civil litigation.
2. Furnishes legal representation at all City Council business meetings, and at other meetings when requested.
3. Appears before courts and administrative agencies to represent the City's interests.
4. Prepares and reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
5. Works cooperatively with the municipal prosecutor and special legal counsel retained by the City for special projects.
6. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
7. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.

8. Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
9. Provides the Mayor and Council with guidance as to Robert's Rules of Orders and related procedural matters relating to Council meetings.
10. Prepares legal opinions at the request of the City or the Council.
11. Provides the Mayor, Council, and administration a legal perspective and advice on various governmental issues.
12. Performs other legal services and tasks, as assigned by the Mayor and or City Administrator.
13. The City of Pleasantville Urban Enterprise Zone (UEZ) will request services to be done by the Municipal Attorney by issuing a task Order for programs and projects.

Specifications

1. The appointed Municipal Attorney attends all City Council business meetings. These are scheduled for every first and third Monday night, from 6:30 p.m. until close. The Municipal Attorney attends all Council meetings, so that there remains continuity in representation.
2. The Municipal Attorney also attends some City Council Work Sessions. These are every first and third Monday starting at 6:30 p.m. Attendance is determined by the City, and is generally requested by the City if there are matters of concern scheduled which could benefit by the Municipal Attorney's attendance.
3. The Municipal Attorney must attend all City of Pleasantville Urban Enterprise Zone public and private meetings.
4. The Municipal Attorney must be available by phone, cell phone, fax and e-mail.
5. Timeliness of response and accessibility to the Municipal Attorney is an important aspect of the service. Accessibility and responsiveness for the proposed designated Municipal Attorney is of greatest importance. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone. The City does not offer space for offices in a City location.

Contract Term

The City anticipates a one-year contract.

Contract

The City expects all submitting firms to present to the City a contract with terms and conditions.

The City reserves the right to revise the stated contract terms and conditions prior to contract execution.

Schedule

The City provides the following schedule. This is for information only and will be adjusted as needed.

RFP Release Date: October 8, 2024

RFP Submission: No later than November 8, 2024

Council Consideration: January 2025

Anticipated Start: January 2025

How to Respond

Please provide two copies of a written response, responding to each inquiry in the order below.

Please attach one set of business cards for your team with the original.

1. Vendor Business History

2. Firm Experience

- Provide a narrative description of the firm.
- Describe the general experience of the firm.
- Identify other municipal clients.
- Identify experience with municipal issues including land use, New Jersey Redevelopment Laws, zoning, growth management, environmental law, complicated agreements including inter-local agreements, public works, personnel, and other municipal specialties.

3. Proposed Attorney, Team

- Name and describe the attorney(s) and/or team proposed. Clearly identify the lead Municipal Attorney and name assisting attorney(s).
- Provide a resume or similar description for each team member, with considerable detail in the experience and qualifications of the lead City Attorney and any significant assisting attorney(s).
- Specify the organization structure applicable to this contract, including who the lead Municipal Attorney is, and the relationship of any assisting attorney(s) to that lead Municipal Attorney.

- If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals and specialties as well.

4. Accessibility and Responsiveness

- Identify the accessibility of the proposed designated Municipal Attorney, and the response time that the individual offers to the City. Specifically identify the lead-time required for attending scheduled or ad-hoc meetings. Identify how quickly the Municipal Attorney can arrive in person to attend an unscheduled, urgent meeting.
- Identify the same for any assisting attorney(s).

5. Proposed Fee Structure

- Propose a compensation package, inclusive of all service costs. The City is open to a variety of approaches, including hourly rates for City business, Urban Enterprise Zone business and escrow accounts or a flat monthly rate with add-ons. The City will select the finalist by considering the proposed compensation as a best and final offer, although the City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

6. References: Provide three references for the lead Municipal Attorney.

- The City prefers references that include municipal government experience.
- Inclusion of the reference in your proposal is also agreement that the City may contact the named reference.
- The City may contact any companies or individuals, whether offered as references or otherwise, to obtain information that will assist the City in evaluating the Proposer. The City retains the right to use such information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information.

Evaluation and Selection

Evaluation Process

The City reserves the right to award the contract to that proposal that best meets the needs and interest of the City. The following steps are anticipated.

- Step 1:** Receipt and review of minimum qualifications.
- Step 2:** City Committee evaluation of written proposals.
- Step 3:** Initial reference and information checks.
- Step 4:** City Council Confirmation process.

Evaluation of the Written Proposal

Written proposals will be evaluated by panelists as follows. Those respondents that receive the recommendation and also achieve successful reference and information checks will be considered:

- Experience of proposed designated City Attorney, particularly municipal law experience.
- Depth and stability of firm or practice.
- Attorney(s) knowledge of special municipal legal issues.
- Cost.
- Accessibility and Responsiveness of both Municipal Attorney and assisting attorney(s).
- Overall presentation.

Contract Negotiations: The City of Pleasantville reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Proposer may offer and the City may accept revisions to the proposal.

1. **Contract Term:** The City seeks a one-year contract.

PROPERTY AND CONFIDENTIAL INFORMATION

Consultant shall not, without the prior written consent of the City of Pleasantville, disclose to third parties any information received in connection with the Services unless:

- The information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- The information is in the public domain at the time of disclosure by the responding attorney/firm; or
- The information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

No Conflict of Interest: The responding attorney/firm confirms that the responding attorney/firm does not have a business interest or close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's performance. Also, the responding attorney/firm confirms adherence to the City policy regarding conflict of interest, the State of New Jersey's Ethics Code.

STATUTORY AND OTHER REQUIREMENTS

1. Compliance with Laws

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

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

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. 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 includes the language included as Exhibit A in this specification as if set forth therein.

3. Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

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

4. Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

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

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

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

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

Each respondent (attorney/firm) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC).

The City of Pleasantville prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract, the contract shall be awarded to the next responsible respondent.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

7. "Pay to Play" – Notice of Disclosure Requirement

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

8. Assign, Sublet or Transfer Any Rights/Interests

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

9. Indemnification

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

10. Health Insurance Portability and Accountability Act of 1996 – HIPAA (If Applicable)

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

The Attorney/firm shall:

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

The attorney/firm, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the attorney/firm 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.

11. Proof of Licensure

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

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

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The Respondent shall complete and submit the form of statement that is included in this RFQ.

13. Disclosure of Involvement in Prohibited Activities in Russia or Belarus – P.L. 2022, c. 3

P.L. 2022, c. 3 prohibits State and local public contracts with persons or entities engaging in certain activities in Russia or Belarus. The Respondent shall complete and submit the form of statement that is included in this RFQ.

14. Bid Confidentiality and Commitment to Defend

The Respondent shall complete and submit the form included in this RFQ.

PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFQ, the attorney/firm agrees to extend the terms and conditions of this RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original attorney/firm cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

MULTIPLE PROPOSALS NOT ACCEPTED

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



NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

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

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

executed the said proposal with 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 _____ relies upon the truth of
(name of contracting unit)

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 _____.

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

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ (Seal)

OWNERSHIP DISCLOSURE FORM

BID/RFP/SOLICITATION: _____ **VENDOR {BIDDER}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2-4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

Attach Additional Sheets If Necessary



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

All successful respondents are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

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

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo static copy of such approval.

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

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo static copy of such approval.

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

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

The successful vendor(s) must submit the AA302 Report as required.

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

The contractor or subcontractor 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.

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract compliance](http://ww.state.nj.us/treasury/contract%20compliance)).

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

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor **SAMPLE COMPANY, INC.** is in compliance with the provisions of the
N.J.A.C.17:27, L.I.T. Act, and the provisions of the contract. This report will remain in effect for the
period of **12 DEC. 20XX**

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

VOID



State Treasurer

CITY OF PLEASANTVILLE

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

The Contractor and the Owner, 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 owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

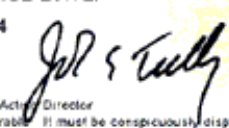
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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


CITY OF PLEASANTVILLE

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

PREFER SUBMITTED WITH RFQ RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

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

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

CITY OF PLEASANTVILLE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Title: _____ **Respondent/Offeror:** _____

Part 1: Certification

RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING
EITHER BOX

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 the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK 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 am authorized to make this certification on its behalf. I will skip 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, sign and complete the Certification below.

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 on additional sheets provided by you.

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 City of Pleasantville 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 City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Pleasantville, New Jersey 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: _____



**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

Attach Additional Sheets If Necessary.

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

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

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.

CONFIDENTIALITY AND COMMITMENT TO DEFEND

BID SOLICITATION # & TITLE: _____

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The City reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the City will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The City will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:

The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the City of Pleasantville arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the City of Pleasantville, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the City against any judgments, costs, or attorneys' fees assessed against the City in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the City, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the City may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the City arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Company Name: _____ Date: _____

Signature: _____ Print Name and Title: _____

DESCRIPTION OF VENDOR REQUESTED QUOTE REDACTIONS*				
Quote Section, Form or Document	Page Number	Paragraph and/or line	Description of item to be redacted	Statutory or other legal reason for each requested exemption

**Home address and/or unlisted telephone/cel1phone numbers must be listed on this form if they are to be redacted.*