

## **RISK MANAGEMENT CONSULTANT**

### **REQUEST FOR QUALIFICATIONS**

The Risk Management Consultant shall be a New Jersey licensed property/casualty insurance agent or broker with at least 10 years demonstrated experience in the management of public insurance risks. Ability to assess insurance needs and values, familiar with workers compensation regulations in the State of New Jersey and ability to place insurance coverage's and employee bonds in a competitive manner. Must have experience in working with and administering "self insured" benefit programs. Must be able to fulfill the duties associated with the Atlantic County Municipal Joint Insurance Fund such as, attending regular meetings and sub-committee meetings as required. Attendance at City meetings as required.

**Delivery:** Proposals may be mailed or hand-delivered to the City of Pleasantville City Clerk's Office by 4:00 p.m., no later than November 8, 2024.

**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.

#### **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

## **SUBMISSION REQUIREMENTS**

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the firm or firms submitting the Qualification Statement pursuant to this RFQ, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
  - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, "Principals" mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
  - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Qualification Statement. Describe the approval process.
  - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
  - (d) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. An executed Letter of Intent.
6. The number of years your organization has been in business under the present name.
7. The number of years the business organization has been under the current management.
8. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
9. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

11. Confirm appropriate federal and state licenses to perform activities.
  
12. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
  1. Description and scope of work by Respondent.
  2. Name, address and contact information of at least three (3) references.
  3. Explanation of perceived relevance of the experience to the RFQ.
  - a. Describe the services that Respondent would perform directly.
  - b. Describe those portions of the Respondent's services, if any, those are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
  - c. Does the Respondent normally employ union or non-union employees?
  - d. Resumes of key employees of individuals who will serve as backup to the primary person.
  - e. A narrative statement of the Respondent's understanding of the City of Pleasantville's needs and goals.
  - f. List all immediate relatives of Principal(s) of Respondent who are City of Pleasantville employees or elected officials of the City of Pleasantville. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws by reason of relation.

## **ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND (ACM JIF)**

### **I. General Background & Purpose**

The City of Pleasantville (hereafter referred to as MUNICIPALITY) is a member of the Atlantic County Municipal Joint Insurance Fund (ACM JIF).

The ACM JIF commenced operations on January 1, 1987 with a membership of seven (7) municipalities. The ACM JIF was formed as a self-insurance pool and operates under the authority of N.J.S.A. 40A: 10-6 et seq. and related regulatory authority of the New Jersey Department of Banking and Insurance, N.J.A.C. 11:15-2.1 et seq. The ACM JIF has grown to forty-one (41) members today. The ACM JIF is subject to and must operate in compliance with the provisions of the "Local Fiscal Affairs Law" (N.J.S.A. 40A: 5-1 et seq.), the "Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and regulations including but not limited to (N.J.S.A. 5:34) and the Open Public Meetings Act (N.J.S.A. 10:4-12).

The ACM JIF was formed as a long-term vehicle through which member municipalities seek to stabilize their insurance related expenditures through "pooling" and the application of various risk management techniques. These techniques include pooled retention of the working layer of claims, enhanced safety and loss prevention, and group purchase of necessary administrative services including claims administration and legal defense counsel.

Coverage afforded through the ACM JIF includes Property, General Liability (including Police Liability), Automobile Liability, Employment Practices/Public Officials Liability, Cyber Liability, and Workers' Compensation. The ACM JIF retains the first **\$500,000** per General, Automobile and Workers' Compensation claim and **\$100,000** per Property claim. The ACM JIF pools its resources with other New Jersey Joint Insurance MUNICIPALITYs through an excess pool known as the Municipal Excess Liability Joint Insurance Fund (MEL) that provides coverage beyond the ACM JIF retention. The ACM JIF is a member of the NJ Cyber Risk Management Joint Insurance Fund, which provides Cyber Liability coverage and various risk management services to its members. The ACM JIF also provides its members with Public Official's and Employment Practices Liability coverage purchased in the commercial market. The ACM JIF does not provide Environmental Impairment Liability insurance. Of primary importance to the MUNICIPALITY is a firm that is familiar with the local operations of MUNICIPALITY with a thorough understanding and mastery of municipal risk as well as the programs and services provided through the ACM JIF.

## **II. RISK MANAGEMENT CONSULTANT - Applicant Requirements**

The **RISK MANAGEMENT CONSULTANT**:

- A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.
- B. Shall demonstrate knowledge of the ACM JIF Programs and Services.
- C. Shall demonstrate knowledge of MUNICIPALITY's operations and exposures.
- D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.
- E. Advise the MUNICIPALITY on risk management matters and the appropriateness of coverage or optional coverage offered by the ACM JIF;

## **III. Minimum Services**

The Role of the RISK MANAGEMENT CONSULTANT is to provide Professional Risk Management services to the MUNICIPALITY as follows:

- A) The Consultant shall assist the MUNICIPALITY in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- B) The Consultant shall assist the MUNICIPALITY in understanding and selecting the various types of coverage and limits available from the Atlantic County Municipal Joint Insurance Fund.
- C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available

from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.

- D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
- E) The Consultant shall review the MUNICIPALITY's annual assessment as prepared by the Fund, and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
- F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY, and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.
- G) The Consultant shall attend and actively participate in the MUNICIPALITY's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the MUNICIPALITY's Member Accident Review Panel meetings and assist the MUNICIPALITY in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the MUNICIPALITY in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the MUNICIPALITY in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the MUNICIPALITY by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the MUNICIPALITY and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- P) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.

- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the MUNICIPALITY, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MUNICIPALITY outlining the MUNICIPALITY's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

#### **IV. Fees:**

The fee for this contract has been established by the MUNICIPALITY as outlined in herein. The MUNICIPALITY is not seeking competitive pricing proposals. Instead the MUNICIPALITY is seeking proposals from qualified firms/individuals that can provide the services established in **Section V** below.

The MUNICIPALITY authorizes ACM JIF to pay its Consultant, as compensation for services rendered, **3%** (flat fee **OR** set percentage fee of the MUNICIPALITY's gross assessment). The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the ACM JIF.

#### **V. Proposals**

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for the MUNICIPALITY in all areas of service requested. All proposals should include, at a minimum, the following:

##### **A. Narrative**

Provide a narrative setting forth your ability to provide the services outlined in Sections IV and V of this RFQ.

##### **B. Knowledge of Risk:**

Describe your knowledge and experience with applicable coverage particularly:

- Property
- Liability (Including Police and Elected Officials)
- Automobile
- Workers' Compensation

##### **A. Experience:**

- 1) Demonstrate a minimum of five (5) years of experience as a Risk Management Consultant within the ACM JIF or a minimum of five (5) years' experience as a Risk Management Consultant for a MUNICIPALITY in a MEL affiliated Joint Insurance Fund.
- 2) Demonstrate familiarity with and knowledge of:
  - ORIGAMI Exposure System
  - ACM JIF **Safety** Programs including but not limited to:
    - ✓ Role of MUNICIPAL Safety Coordinator
    - ✓ Functioning of the MUNICIPAL Safety Committee
    - ✓ Optional Safety Program

- ✓ Safety Incentive Program
- ✓ MEL Safety Institute
- ACM JIF **Claims** Programs including but not limited to:
  - ✓ Role of MUNICIPAL Claims Coordinator
  - ✓ Transitional Duty Programs
  - ✓ Accident Investigation
- ACM JIF **Risk Management** Programs including but not limited to:
  - ✓ TULIP Program
  - ✓ Model Contract Provisions
  - ✓ EPL Helpline
  - ✓ EPL Risk Management Program
  - ✓ ACM JIF Website
- ACM JIF **Reports** including but not limited to:
  - ✓ Loss Ratio Reports
  - ✓ Loss Control Reports
  - ✓ Monthly Agenda Packet tracking reports

**B. Qualifications:**

You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the MUNICIPALITY. Include a resume of the individual indicating active membership in any professional organizations. Include a listing of clients with their contact names, addresses, and telephone numbers.

**VI. Additional Mandatory Submittal Requirements**

In submitting its response to this RFQ, the Applicant acknowledges that it has reviewed, understands, and will comply with all the MUNICIPALITY's mandatory contract requirements. In addition, the Applicant shall comply with the following additional provision(s):

**A. NJ Business Registration Certificate:**

All proposals are required to provide a copy of their NJ Business Registration Certificate.

**B. Insurance License:**

All proposals are required to provide a copy of NJ Property & Casualty Insurance License for principal(s) assigned to perform work under this contract.

**C. Proof of Insurance** All applicants are required to submit proof of existing insurance coverage and limits as follows:

1. Workers' Compensation (Statutory) - in compliance with the Compensation Law of the State of New Jersey, which shall include the Other States Endorsement specifically providing for benefits payable under New Jersey State Law.
2. General Liability - With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.

3. Automobile Liability Insurance - With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
4. Errors and Omissions - A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

All applicants responding to this RFQ are hereby notified that should they be awarded a contract pursuant to this RFQ they will be required to name the MUNICIPALITY as an Additional Insured for coverage listed under Section VI, subsection c. 2 and 3.

## **VII. Selection Criteria & Form of Contract**

- A. The MUNICIPALITY will select the Applicant deemed most advantageous to the MUNICIPALITY. While many factors will be considered (references, perceived ability to perform, and proven ability to perform), the MUNICIPALITY intends to select the Applicant that they determine is most capable of effectively and competently providing the professional services required under this Contract.
- B. The successful applicant shall execute a contract with the MUNICIPALITY in a prescribed format that is acceptable to the MUNICIPALITY. It should also be noted that although the MUNICIPALITY is undertaking a “Non-Fair and Open” Process, in seeking out qualified candidates for the position of RISK MANAGEMENT CONSULTANT, it is the MUNICIPALITYS’ intention to award this contract as a “Non-Fair and Open” contract pursuant to NJSA 19:44A-20.4 et seq., thereby eliminating the RISK MANAGEMENT CONSULTANT and/or their firm from making reportable campaign contributions.
- C. The RISK MANAGEMENT CONSULTANT shall be considered an appointed official and shall serve until January 1 of the following year, or until a successor is duly appointed; however, the MUNICIPALITY and RISK MANAGEMENT CONSULTANT may mutually agree to two one year extensions. The MUNICIPALITY and/or RISK MANAGEMENT CONSULTANT shall have the right to cancel the contract with 30 days written notice.
- D. The MUNICIPALITY reserves the right to award a Contract, at its sole discretion, for the completion of any or all of the professional services offered by an Applicant in response to this RFQ.
- E. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to execute a Contract with the MUNICIPALITY within fourteen (14) days of the approval of the Contract by the MUNICIPALITY, and provide all necessary documentation required by the Contract to the MUNICIPALITY within fourteen (14) days.
- F. The MUNICIPALITY will select the Applicant, who in the opinion of the MUNICIPALITY, will be able to immediately assign an officer responsible for all services required under the Contract and all necessary support staff upon approval by the MUNICIPALITY so as to commence the services outlined under the contract.
- G. Any Applicant that submits a Proposal acknowledges that they understand that this is not a bid process. The MUNICIPALITY will determine the best qualified service provider based upon the Applicant’s proven ability to perform as evidenced by the Applicant’s performance under prior and/or current Contracts that are similar to the Contract being proposed in this RFQ. The



MUNICIPALITY retains the right to reject any or all Proposals and to negotiate all terms and conditions, service fees, or any other items included in any proposal received.

- H. The Applicant selected through this process is to understand that they shall be required to comply with any and all requirements imposed by United States and/or New Jersey Code, Statute or Regulation for providers of services to public entities in the State of New Jersey. Such compliance shall include, but not be limited to, the completion of any forms, documents or procedures related to compliance with equal employment opportunity and/or affirmative action.
- I. The MUNICIPALITY reserves the right to reject any or all proposals, to waive technicalities and to award a contract to the firm offering the most favorable terms in the opinion of the MUNICIPALITY. All proposals will be evaluated on their total content and not on any one factor. Some of the items to be considered are:
- References
  - Ability to perform
  - Qualifications and experience
- J. At its sole discretion, the MUNICIPALITY may choose to interview some or all candidates. If selected for an interview, you should clearly set forth your credentials and describe your experience that qualifies you for this position.

The Applicant selected through this process is to understand that they shall be required to comply with the **Non-Disclosure Agreement (Exhibit A)** as dictated by the ACM JIF. Specifically, the contract may be voided by the MUNICIPALITY if the RISK MANAGEMENT CONSULTANT fails to disclose an actual or potential conflict of interest as defined in the ACM JIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the MUNICIPALITY. Any potential respondent to this RFQ who cannot comply with this policy is discouraged from submitting a proposal in response to this RFQ.

## **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 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](http://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](http://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. 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.

## **INSTRUCTIONS TO RESPONDENTS**

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person:

Davinna P. King-Ali, Municipal Clerk  
18 N First Street  
Pleasantville, NJ 08232

Qualification Statements must be received by the City of Pleasantville no later than 4:00 p.m. (prevailing time) on November 8, 2024 and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

## **EVALUATION**

The City of Pleasantville's objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost-effective services to the City of Pleasantville. The City of Pleasantville will consider Qualification Statements only from firms or organizations that, in the City of Pleasantville's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Pleasantville in the manner described in this RFQ.

Qualifications will be evaluated by the City of Pleasantville on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the City of Pleasantville and the subject matter addressed under the contract;
3. Availability to attend the required meetings of the City of Pleasantville; and  
Other factors demonstrated to be in the best interest of the City of Pleasantville.



18 N First Street  
Pleasantville, NJ 08232  
(609) 484-3600  
[www.pleasantville-nj.org](http://www.pleasantville-nj.org)

**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.**

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

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

**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](http://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 Report pursuant to N.J.A.C.17:27, L.I.T. act, and the period of **12/15/20XX** to **12/31/20XX**. This will remain in effect for the period of **12/15/20XX** to **12/31/20XX**.

**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  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 0107330  
ISSUANCE DATE: 07/14/04

*J.P. Tully*  
Acting Director

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**

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**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](#),<sup>1</sup> 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 90<sup>th</sup> 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

<sup>1</sup> 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.*