

EAST ORANGE BOARD OF EDUCATION

REQUEST FOR QUALIFICATIONS FOR CIVIL ENGINEERING SERVICES

RFQ #2806

East Orange Board of Education

Contract Term

July 1, 2017 through June 30, 2018

SUBMISSION DEADLINE

2:00 P.M.

FRIDAY, APRIL 28TH, 2017

PURCHASING DEPT

ADDRESS ALL QUALIFICATIONS TO:

BUSINESS OFFICE/PURCHASING DIVISION

199 4th AVENUE, 5TH FLOOR

EAST ORANGE, NEW JERSEY 07017

ATTN: CRAIG SMITH, PURCHASING AGENT

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATION

EAST ORANGE BOARD OF EDUCATION
199 4th AVENUE
EAST ORANGE, N.J. 07017

CONTACT PERSON

CRAIG SMITH, PURCHASING AGENT
BUSINESS OFFICE, 4TH FLOOR
199 4th AVENUE
EAST ORANGE, NJ 07017
(973) 266-5742

PURPOSE OF REQUEST

The East Orange Board of Education (hereto after referred to as the “Board”) is requesting submissions from qualified individuals and firms to provide engineering services of a specialized nature to the Board. Proposals will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

July 1, 2017 through June 30, 2018

CONTRACT FORM

The successful submitter shall be required to execute the Board’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft Board form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE REQUEST FOR SUBMISSIONS FOR ENGINEERING SERVICES

1. **EAST ORANGE BOARD OF EDUCATION FACTS AND FIGURES** – The East Orange Board of Education is a local school board entity and operates pursuant to N.J.S.A. 18A: and 6: and 6A: et seq.

The Board’s student enrollment is approximately 9,800 students and it consists of 22 schools. The Board employs approximately 1900 people in about 16 departments. It owns various school buildings and facilities.

The Board's operating budget is approximately \$243 million. It provides significant and diverse services to its students, including education for pre K-12, use of facilities for educational, sports, recreation, entertainment, etc.

2. **NATURE/ SCOPE OF SERVICES** – The East Orange Board of Education is requesting submissions for Civil Engineering Services, including construction inspections, engineering reporting and design services on an “as needed” basis and will have a close working relationship with the Business Office, Architect of Record, Board Attorney(s), Division of Maintenance, and any other Board Department required.

The engineering firm must demonstrate the ability to:

- A. Provide engineering services as requested by the Board, which may include, but would not be limited to studies, design and inspection for:
- i. Environmental planning.
 - ii. Facility, infrastructure and project design.
 - iii. Building systems evaluations.
 - iv. Provide various reports and/or conduct surveys such as storm water, traffic, vehicle/pedestrian circulation.
 - v. Utility assessments.
 - vi. Site Lighting.
 - vii. Landfill.
 - viii. Development of as-built plans, feasibility and comparative cost reviews.
 - ix. Review and evaluate permit requirements.
 - x. Prepare and submit applications, correspondence, and the like to the New Jersey Department of Transportation, NJDEP and any other applicable regulatory agency, as required.
 - xi. Conduct studies for areas in need of rehabilitation or redevelopment.
 - xii. Site Engineering
 - xiii. Landscape Architecture
- B. Attend regular, special and emergency meetings of the Board, if required.

- C. Attend all other meetings and bid related conferences that the Board deems necessary.
- D. Prepare and/or review of reports, permits, applications and bid documents as requested by the Board.
- E. Review of all correspondence referred by the Board, and prepare correspondence on behalf of the board, if requested.
- F. Interact with applicable Board personnel, Contractors, and other consultants and governmental agencies, as required.
- G. Provide a range of other specialized engineering service which may be needed by the Board.

3. STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATIONS - Submitters should submit technical qualifications which contain the following:

- a. The name of the submitter, the principal place of business and, if different, the place where the services will be provided. Distance from place of business to the Board.
- b. Submitter must have a minimum of ten (10) years of experience in engineering services and a minimum of five (5) years servicing the Board, or other governmental entities.
- c. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. The submitter **MUST** possess a valid Professional Engineering License in the State of New Jersey and should submit copy of same.
- d. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other levels of government. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the parties listed.
- e. A description of all other areas of engineering services of the submitter, with emphasis on a description of those services of interest to the Board.
- f. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- g. A completed Non-Collusion Affidavit.
- h. A statement that the submitter will comply with the General Terms and Conditions required by the Board and enter into the Board's standard Professional Services Contract.

- i. A copy of the submitter's Business Registration Certificate.
- j. An Affirmative Action Statement.
- k. A copy of liability insurance policy and workmen's compensation policy.

4. **COST ANALYSIS** - Submitters should submit a cost analysis which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The Board does not provide payment for or reimbursement for travel expenses. The Board reserves the right to negotiate with Respondent on the structure of the billing and/or retainer fee.

5. **SUBMISSION EVALUATION** – The Board will compile a list of Engineers to be used based upon the most advantageous submissions on all of the evaluation factors set forth at the end of this RFQ. The Board will retain engineers from those approved.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful submitter shall be determined by an evaluation of the total content of the qualifications submitted. The Board reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of a particular submitter's qualifications for further consideration; (However, submitters may specify portions of the qualification submission that they consider "bundled".)
- c. Award a contract for the requested services at any time during the calendar year after all RFQ's have been reviewed and a list of qualified engineers selected by the Board. Every submission should be valid through this time period.

The Board shall not be obligated to explain the results of the evaluation process to any submitter.

The Board may require submitters to demonstrate any services described in their submission prior to award.

6. **SUBMISSION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Board by issuance of this RFQ. The Board reserves the right at the Board's sole discretion to refuse any submission.

7. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Board to the submitter in connection with this RFQ shall remain the property of the Board. When in tangible form, all copies of such information shall be returned to the Board upon request. Unless such information was previously known to the submitter, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the submitter, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually

agreed upon in writing.

8. GENERAL TERMS AND CONDITIONS –

- a. The Board reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the Board to do so.
- b. In case of failure by the successful submitter, the Board may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
- c. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- d. Each submission must be signed by the person authorized to do so.
- e. The contract shall be in effect through June 30, 2018, unless otherwise stated.
- f. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submitters. In the case of mailed submissions, the Board assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.
- g. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the

contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- h. By submission of qualifications, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.
- i. No submitter shall influence, or attempt to influence, or cause to be influenced, any Board or county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- j. No submitter shall cause or influence, or attempt to cause or influence, any Board officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the submitter or any other person.
- k. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the arbitrator's decision shall be final and conclusive.
- l. The Board shall not be responsible for any expenditure of monies or other expenses incurred by the submitter in making its proposal.
- m. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by Board evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
- B. Knowledge of the Board and the subject matter to be addressed under this Engagement
- C. Relevance and Extent of Similar Engagements performed
- D. Technical Qualifications contains all required information
- E. Reasonableness of Cost Proposal

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION PACKAGE:

**Please initial below, indicating that your proposal includes the itemized document.
A SUBMISISON WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

- A. An original copy, and (1) CD-ROM or FLASH DRIVE of your complete qualifications. _____
- B. Non-Collusion Affidavit properly notarized. _____
- C. Authorized signatures on all forms. _____
- D. Business Registration Certificate(s). _____
- E. Affirmative Action Statement _____
- F. Copy of Liability and Workmens Compensation Policy _____
- G. Owner's Disclosure Political Contribution _____
- F. Disclosure of Activities in Iran _____

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF SUBMITTER:

Person, Firm or Corporation

BY: (NAME) (TITLE)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable Board employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable Board employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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.

Exhibit A (Continued)

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Business Name: _____

Address: _____

Telephone: _____

Respondent's Name: _____

Signature: _____

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

The contractor and the _East Orange School Board, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 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.

LETTER OF INTENT

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

[Insert date]

CRAIG SMITH, Purchasing Agent
East Orange School Board
199 4th Avenue
East Orange, NJ 07017

RE: Request for Qualifications: Engineering Services

Dear Mr. Smith:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the East Orange School Board (hereafter "Board"), dated, in connection with the Board's need for the provision of Engineering Services

(Name of Respondent) HEREBY STATES:

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

6. (Name of Respondent) acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process in its sole judgment. In any case, the Board shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any letter of engagement executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)

LETTER OF QUALIFICATION

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

[Insert date]

Craig Smith, Purchasing Agent
East Orange School Board
199 4th Avenue
East Orange, NJ 07017

RE: Request for Qualifications: Engineering Services

Dear Mr. Smith:

The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the East Orange Board of Education, dated, in connection with the Board's need for Environmental Services.

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

(Respondent shall sign and complete the spaces provided below. If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
 ss:
COUNTY OF)

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS SUBMITTER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE BOARD RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDEDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE SUBMITTER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20_____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____, 20_____.

OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION
This Statement MUST BE INCLUDED with RFQ Submissions

OWNER DISCLOSURE SECTION

Name of Business _____

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

OR

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

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership
Liability Partnership

Limited Liability Corporation Limited

Subchapter S Corporation Other (describe) _____

AND

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

Stockholders:

Name :

Home Address :

Name :

Home Address :

Name :

Home Address :

Name :

Home Address :

Subscribed and sworn before me
this ___ day of _____ , 2
.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

East Orange Board of Education
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK 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, 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 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 and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Bidder/Offeror _____
Description of Activities _____ _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____