JERSEY CITY REDEVELOPMENT AGENCY
COUNTY OF HUDSON, STATE OF NEW JERSEY

NOTICE OF REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that the Jersey City Redevelopment Agency is soliciting sealed Qualification Statements through the fair and open process in accordance with N.J.S.A.19:44A-20.5 et seq. for:

REDEVELOPMENT COUNSEL SERVICES

The Jersey City Redevelopment Agency will consider Qualification Statements only from individuals or firms that have demonstrated capacity and willingness to provide high-quality legal services in the manner described in this Request for Qualifications.

Qualification Statements must be made in the form required by the specifications and must be submitted by 10:00 AM prevailing time on Friday, November 6, 2026.

All information requested in the Request for Qualifications must be provided or the Qualification Statement may be disqualified. The Jersey City Redevelopment Agency reserves the right to reject any and all Qualification Statements and to waive any informality in the RFQ process in accordance with applicable law.

Respondents shall comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

ISSUE DATE: **OCTOBER 19, 2026**

RETURN DATE: **NOVEMBER 6, 2026**

Issued by:
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

Jersey City Redevelopment Agency

REQUEST FOR QUALIFICATIONS
for
REDEVELOPMENT COUNSEL SERVICES

Contract Term
January, 2027 to December, 2027

SUBMISSION DEADLINE

10:00 A.M.

November 6, 2026

ADDRESS ALL RESPONSES TO:

Ioanna Stathi
Assistant to Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
201-761-0820
istathi@jcnj.org

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
201-761-0820

CONTACT PERSON

Ioanna Stathi,
Assistant to Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
201-761-0820
istathi@jcnj.org

PURPOSE OF REQUEST

The Jersey City Redevelopment Agency is requesting qualification statements from qualified individuals and firms to provide Redevelopment Counsel Services. Qualification Statements will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). Using this RFQ, the Agency intends to identify individual(s)/firm(s) who will be available to provide the Services as needed during the Qualification Term. One or more individual(s)/firm(s) may be selected to provide the Services. If selected, the Board of Commissioners of the Agency will approve a resolution prequalifying the individual(s)/firm(s). Thereafter, the Agency may elect to award contract(s) utilizing qualified respondents from its pre-qualified list during the Qualification Term for a specified amount to be determined by the Agency on a case by case basis.

PERIOD OF QUALIFICATION

January, 2027 to December, 2027

CONTRACT FORM

If selected to provide services, the successful Respondent shall be required to execute the Agency's form of contract, which includes indemnification, insurance, termination and licensing provisions including those set forth on Exhibit A. A complete copy of a draft Agency contract is available upon request.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

"Agency" - refers to the Jersey City Redevelopment Agency.

"City" - refers to the City of Jersey City.

"Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who in the sole judgment of the Agency have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

SECTION 1
INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Agency is soliciting Qualification Statements from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Agency will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein.

The Agency intends to qualify persons and/or firm(s) that:

a. possess the legal, professional and administrative capabilities to provide the proposed services; and

b. will agree to work under the compensation terms and conditions agreed to by the Agency.

1.2. Procurement Process and Schedule.

This Request for Qualifications is being conducted as a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The opportunity shall be publicly advertised with sufficient time to

permit interested individuals and firms to prepare and submit Qualification Statements. The Agency has established this procurement process to provide all interested individuals or firms an equal opportunity to submit Qualification Statements.

Qualification Statements will be reviewed and evaluated by the Agency's executive staff. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum legal, professional, and administrative qualifications described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, executive staff will determine which Respondents are qualified under the criteria stated herein.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Agency reserves the right to, among other things, amend, modify, or alter the Procurement Schedule.

All communications concerning this RFQ or the RFQ process shall be directed to the Agency's designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by, the Agency via mail, email, or hand delivery by **10:00 a.m. prevailing time on November 6 , 2026**. Qualification Statements shall be publicly received and opened in the Agency's Conference Room located at 4 Jackson Square, Jersey City, New Jersey for the purpose of identifying Respondents. Contents of Qualification Statements shall thereafter be reviewed and evaluated by the Agency.

Subsequent to issuance of this RFQ, the Agency may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Agency. Respondents are responsible to check the Agency's website to verify whether or not any addenda have been posted.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

	ACTIVITY	**DATE**
1.	Issuance of Request for Qualifications	October 19, 2026
2.	Receipt of Qualification Statements	November 6, 2026
3.	Completion of Evaluation of Qualification Statements	November 12, 2026
4.	Qualification of Firms for Counsel Services/Award of Contract(s)	November 16, 2026

1.3 Conditions Applicable to RFQ.

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals (RFP).

2. This RFQ does not commit the Agency to issue an RFP.

3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.

4. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.

5. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.

6. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

7. All Qualification Statements shall become the property of the Agency and will not be returned.

8. All Qualification Statements will be made available to the public at the appropriate time, as determined by the Agency, in the exercise of its sole discretion, in accordance with law.

9. The Agency may request Respondents to send representatives to the Agency for interviews.

10. Any and all Qualification Statements not received by the Agency by 10:00 a.m. prevailing time on November 6, 2026 will be rejected.

11. Neither the Agency nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4. <u>Rights of Agency</u>.

The Agency reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.

2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.

3. To waive any technical non-conformance with the terms of this RFQ.

4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.

5. To conduct investigations of any or all of the Respondents, as the Agency deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.

6. To suspend or terminate the procurement process described in this RFQ at any time, in its sole discretion. If terminated, the Agency may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

7. The Agency shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ.

During the period provided for the preparation of responses to the RFQ, the Agency may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Agency and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation.

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Agency, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Qualification Statement Format.

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Agency fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2
SCOPE OF SERVICES

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the provision of professional services as described below and as set forth in the attached Notice of Solicitation for Responses. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The Agency is seeking Redevelopment Counsel services to provide legal counsel services for the Agency on redevelopment matters. (The subject matter includes, but is not limited to, matters and/or challenges to governmental actions.) Counsel will have a close working relationship with the Agency's executive staff.

The Agency is requesting Qualification Statements for Redevelopment Counsel. Counsel will, on an "as needed" basis, be assigned and required to provide representation in one or more of the following aspects, including but not limited to, litigation, preparation and negotiation of redeveloper agreements, resolutions, condemnation documents, participation in negotiations of redeveloper agreements, Abandoned Properties Rehabilitation Act procedure, environmental regulations, bonding and financing matters, real estate and condemnation matters, and participation in and attendance at Board meetings, settlement conferences, pre-trial motions and trials, etc.

SECTION 3
SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

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

3.2 Administrative Information 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. An executed Letter of Intent.

4. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name of the key contact person.

5. The number of years Respondent has been in business under the present name.

6. The number of years Respondent has been under the current management.

7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any, please explain.

8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

9. Confirmation of appropriate federal and state licenses to perform activities.

3.3 Professional Information Requirements.

1. 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 this RFQ:

    a. Description and scope of work by Respondent.

    b. Name, address and contact information of references.

    c. Explanation of perceived relevance of the experience to the services sought in the RFQ.

2. Brief description of Respondent's relevant clients, including municipal government clients, during the last three (3) years.

3. Resumes of key employees.

4. A narrative statement of the Respondent's understanding of the Agency's needs and goals.

5. List all immediate relatives of Principal(s) of Respondent who are Agency and City employees or elected officials of the Agency. 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 or anyone living in Respondent's household.

6. Limits of Malpractice insurance coverage.

7. 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 municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Agency may obtain references from any of the parties listed.

8. Respondents must list all cases where they represented the Agency, sued the Agency, or represented a client against the Agency.

9. Respondents 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.

3.4 Fee Proposal.

The Respondent shall provide a fee proposal for the Services.

SECTION 4
INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Qualification Statements.

Qualification Statements must be received by the Agency no later than **10:00 a.m. prevailing time on November 6, 2026** and must be mailed or hand delivered.

Qualification Statements are to be submitted in a sealed envelope marked with the name and address of the Respondent and marked on the outside of the envelope "RFQ for Redevelopment Counsel Services", directed to:

Ioanna Stathi, Assistant to Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

An original and one (1) electronic copy (PDF) of the Qualification Statement shall be submitted to the designated Contact Person.

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 and shall be accompanied by a completed Respondent's checklist and all of the required forms and documents, in their entirety, and notarized where required.

The delivery of the Qualification Statement to the Jersey City Redevelopment Agency by date and time is solely the responsibility of the individual/firm submitting the Qualification Statement. The Jersey City Redevelopment Agency shall not, under any circumstances, be responsible for the loss, delay or non-delivery of any Qualification Statement sent or delivered by mail or otherwise.

SECTION 5
EVALUATION

The Agency's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality and cost-effective services to the Agency. The Agency will consider Qualification Statements only from Respondents that, in the Agency's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Agency in the manner described in this RFQ.

Qualification statements will be evaluated by the Agency on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

1. Experience and reputation in the field;

2. Knowledge of the Agency and Local Redevelopment and Housing Law;

3. Ability to produce assignments in a timely manner or as prescribed by the Agency;

4. Fee proposal;

5. Availability to accommodate the required meetings of the Agency;

6. Experience in the areas of law described in Section 2 of this RFQ;

7. Pertinent government experience; and

8. Other factors demonstrated to be in the best interests of the Agency.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ.

The Agency will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The Agency will make the award(s) that is in the best interest of the Agency.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The Agency reserves the right to:

a. not select any of the Qualification Statements; and

b. award a contract for the requested services at any time within the qualification period. Every Qualification Statement should be valid through December 31, 2026.

The Agency shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6
GENERAL TERMS AND CONDITIONS

1. The Agency reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Agency, to accept any item, items or services in the Qualification Statement should it be deemed in the best interest of the Agency to do so.

2. Each Qualification Statement must be signed by the person authorized to do so.

3. Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the Agency assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

4. The mandatory equal employment opportunity language required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.4 is incorporated into this RFQ and any resulting contract. The successful Respondent shall provide evidence of affirmative-action compliance after notice of award and prior to contract execution, as required by N.J.A.C. 17:27.

5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Agency 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.

6. No Respondent shall cause or influence, or attempt to cause or influence, any Agency/City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.

7. Should any difference arise between the parties as to the meaning or intent of these instructions or specifications, the decision of the Agency's General Counsel shall be final and conclusive.

8. The Agency shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its Qualification Statement.

END OF GENERAL INSTRUCTIONS

Jersey City Redevelopment Agency

REQUEST FOR QUALIFICATIONS
FOR
REDEVELOPMENT COUNSEL SERVICES

RESPONDENT:

RESPONDENT'S CHECKLIST:

Item		Respondent Initials	Review
A.	**Executed Letter of Qualification**		
B.	**Executed Letter of Intent**		
C.	**Non-Collusion Affidavit**		
D.	**Statement of Ownership Disclosure**		
E.	**Mandatory Affirmative Action Language**		
F.	**Americans with Disabilities Act of 1990**		
G.	**Affirmative Action Compliance Notice**		
H.	**New Jersey Anti-Discrimination Provisions**		
I.	**M/WBE Questionnaire**		
J.	**Form AA302 Employee Information Report**		
K.	**Business Registration Certificate**		
L.	**Disclosure of Investment Activities in Iran**		
M.	**Certification of Prohibited Activities in Russia/Belarus**		
N.	**Receipt of Revisions or Addendum**		

All Required Forms must contain Original Signature(s)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

LETTER OF QUALIFICATION

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

[Insert date]

Ioanna Stathi
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

Dear Ms. Stathi:

The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Jersey City Redevelopment Agency, dated [**insert date],** in connection with the Agency's need for _____. 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).**

(Signature of Chief Executive Officer)

_____

(Typed Name and Title)

_____

(Typed Name of Firm)*

_____

Dated _____

*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.
-

LETTER OF INTENT

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

[Insert date]

Ioanna Stathi
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

Dear Ms. Stathi :

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Jersey City Redevelopment Agency, dated [**insert date**], in connection with the Agency's need for _____

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 Agency'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 Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.

4. (**Name of Respondent**) hereby declares (declare) that the only persons participating in this 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 Agency.

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 Agency may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Agency 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 contract executed with respect to the provision of Redevelopment Counsel services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Signature of Chief Executive Officer)

_____

(Typed Name and Title)

_____

(Typed Name of Firm)*

_____

Dated _____

* If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF :

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

I am _____ of the firm of _____ the Respondent making the submission to provide professional services as _____ and that I executed the enclosed documents and submissions with full authority to do so; that said Respondent has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the submission to be awarded a contract to provide such above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Jersey City Redevelopment Agency relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit both in considering and awarding the contract for said professional service.

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 established commercial or selling agencies maintained by _____.
(Name of Submitting Professional Service Entity)

_____
Signature

Subscribed and sworn to before me
this _____day of
_____, 20___

_____
(Type or print name and title)

_____
Notary Public, State of _____
My Commission expires

OWNERSHIP DISCLOSURE FORM

RESPONDENT NAME:
PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE CITY OF JERSEY CITY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

	YES	NO
1. The Respondent is a **Non-Profit Entity**; and therefore, no disclosure is necessary.	☐	☐
2. The Respondent is a **Sole Proprietor**; and therefore, no other disclosure is necessary.	☐	☐

A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.

3. The Respondent is a **corporation, partnership, or limited liability company**.	☐	☐

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME		**NAME**	
ADDRESS		**ADDRESS**	
ADDRESS		**ADDRESS**	
CITY		**CITY**	
	STATE **ZIP**		**STATE** **ZIP**
NAME		**NAME**	
ADDRESS		**ADDRESS**	
ADDRESS		**ADDRESS**	
CITY		**CITY**	
	STATE **ZIP**		**STATE** **ZIP**

	YES	NO
4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?	☐	☐

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME		**NAME**	
ADDRESS		**ADDRESS**	
ADDRESS		**ADDRESS**	
CITY		**CITY**	
	STATE **ZIP**		**STATE** **ZI**
NAME		**NAME**	
ADDRESS		**ADDRESS**	
ADDRESS		**ADDRESS**	
CITY		**CITY**	
	STATE **ZIP**		**STATE** **ZI**

5. As an alternative to completing this form, a Respondent with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* *Attach additional sheets if necessary*

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 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, gender identity or expression, disability, nationality 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 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, where applicable, will send to each labor union or representative of 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 county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county 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, 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 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, 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

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

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

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

The contractor and the Jersey City Redevelopment Agency, (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. § 12101* 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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Respondents
Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____Minority Owned

_____Minority & Woman Owned

____Woman Owner

_____Neither

Definition of Minority Business Enterprise
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

New Jersey Business Registration Requirements

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

ACKNOWLEDGMENT OF RECEIPT OF REVISIONS OR ADDENDA

The undersigned vendor hereby acknowledges receipt of the following Revision(s) or Addendum(s) to the advertisement or documents. By indicating date of receipt, the vendor acknowledges the submitted proposal takes into account the provisions of the Revision(s) or Addendum(s). Note that the Jersey City Redevelopment Agency's record of notice to vendors shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

AGENCY REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION	**How Received (mail, fax, email, Pick-up, etc.)**	**Date Received**

Acknowledgment by Vendor

Name of Vendor:_____

By Authorized Representative:_____

Signature:_____

Printed Name of Title _____

Date:_____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property 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.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

EXHIBIT A

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

On occasion, Counsel may be required to handle matters on behalf of the City or the City and Agency. In such instances, Counsel must be sensitive both to direct conflicts of interest that representation of the City and/or Agency and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City and/or Agency interests. Prior to Counsel's engagement, Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel and/or Agency Executive Director, as applicable. The City and/or Agency shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Counsel, the City and/or Agency shall be consulted before Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City and/or Agency legal interest or otherwise prejudicial to the interests of the City and/or Agency. The City and/or Agency in its sole discretion shall, after consultation with Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist, that would undermine the public's confidence if representation by Counsel continued.

Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City and/or Agency Conflicts.

The City and Agency have a duty to protect the public interest. As part of this responsibility, the City and Agency set policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of their administration. For this reason, in addition to insisting that their attorneys follow the Rules of Professional Conduct, the City and/or Agency prohibit Counsel that represent the City and/or Agency, while such matter is pending, from:

(1) Representing private parties before the City, Agency or any of their respective boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Counsel also may not, on behalf of a private client, lobby the City and/or Agency or any City and/or Agency department.

(2) Representing private parties in any matter in which the City and/or Agency are also a party, if the private party has interests adverse to the City and/or Agency.

(3) Representing a private client with interests adverse to the City and/or Agency.

(4) Representing another client if that representation would present a substantial risk that Counsel's responsibilities to the City and/or Agency would limit its ability to provide independent advice or diligent and competent representation either to the City and/or Agency or the other client.

(5) Representing another client where the Counsel's knowledge of the City and/or Agency's legal positions or strategy, derived from its representation or prospective representation

of the City and/or Agency, could be used to the advantage of the other client or the disadvantage of the City and/or Agency.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel and/or Agency Executive Director, as applicable, immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City and/or Agency (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City and/or Agency, and not any of its individual employees. When speaking with current or former employees of the City and/or Agency, Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and/or Agency and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City and/or Agency will be examined under oath or interviewed in other adverse contexts, and if Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Counsel must obtain the Corporation Counsel's or Agency Executive Director's, as applicable, advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, Counsel, or Agency Executive Director, as applicable, in consultation with other City and/or Agency personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or their designee will be Counsel's principal and regular point of contact for financial and strategic decisions related to City matters. Only the Corporation Counsel or their designee has authority to direct Counsel in the handling of such City matters. If a City and/or Agency employee other than the Corporation Counsel or their designee asks Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Counsel shall designate an attorney to be the Corporation Counsel's or Agency's Executive Director, as applicable, principal contact. In all matters, the City and/or Agency remain ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City and/or Agency attorneys will act as full co-counsel and be engaged with Counsel in the day-to-day conduct of the case. In matters where

Counsel is handling that day-to-day conduct without City and/or Agency personnel as co-counsel, the City and/or Agency shall be consulted on a regular basis throughout the course of Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City and/or Agency legal matters must be made in collaboration with the Corporation Counsel and/or Agency's Executive Director, as applicable.

B. Settlement.

Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Counsel believes that settlement should be pursued, Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City and/or Agency agree to designate a settlement agreement as confidential. All City and/or Agency settlement records are, by definition, public documents.

C. Media Relations/Law Firm Advertising.

The City does not authorize Counsel to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City and/or Agency shall be referred promptly to the Corporation Counsel and/or Agency Executive Director, as applicable, and discussed with the Corporation Counsel and/or Agency Executive Director, as applicable, before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. In the representation of the City, if time is of the essence and Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City and/or Agency do not permit Counsel to advertise or promote their relationship with the City and/or Agency, other than by listing the City and/or Agency as a representative client.

D. Adherence to Ethical Standards.

The City and/or Agency conduct themselves in accordance with the highest ethical standards and expect the same of their Counsel. No City and/or Agency employee ever has authority to instruct Counsel to act in an unethical manner. If Counsel believes that a City and/or Agency employee has engaged or will engage in illegal or unethical activity, Counsel must immediately advise the Corporation Counsel and/or Agency Executive Director, as applicable. The City and/or Agency will terminate their relationship with any Counsel who, in the City and/or Agency's sole discretion, fails to adhere to the foregoing ethical standards.

E. Gratuities.

City and/or Agency officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City and/or Agency officer's or employee's public duties. In addition, any vendor to the City and/or Agency is prohibited from offering a gift or other thing of value to a City and/or Agency officer or employee with which the vendor transacts business or offers to transact business. Any City and/or Agency officer or employee is prohibited

from soliciting a gift or thing of value from a City and/or Agency vendor. This includes charitable donations made in the name of a City and/or Agency employee.
The Agency reserves the right to amend this Counsel Agreement from time to time, providing written notification to Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the Agency.

F. Malpractice Insurance.
Counsel representing the City and/or Agency shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Counsel must immediately report this to the Corporation Counsel.

G. File Retention.
For Litigated Matters: Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Counsel shall notify the City and/or Agency in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Counsel shall submit an inventory of any original City and/or Agency documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel and/or Agency Executive Director, as applicable.

III. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

If the Counsel Agreement exceeds $44,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. This Counsel Agreement shall not become effective and Counsel shall provide no services under this Counsel Agreement until it has executed the following documents: (A) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $44,000.00) and (2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed $44,000.00.

IV. COMPLIANCE WITH LOBBYIST DISCLOSURE ORDINANCE

This Counsel Agreement was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the

undersigned does hereby attest that Counsel either did not retain the services of a lobbyist to lobby on behalf of the Counsel for the award of this contract, or if a lobbyist was retained by the Counsel for such purposes, the Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City and/or Agency for a period of two (2) years for each violation.

V. CONFIDENTIALITY

In the course of representing the City and/or Agency, Counsel will frequently gain access to nonpublic and confidential information. The City and/or Agency require Counsel to maintain the confidentiality of such information both during and after the course of Counsel's representation of the City and/or Agency. Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Counsel must notify the City and/or Agency immediately.

Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information.

Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Subcontractors, if any, to whom Counsel gives access to confidential or proprietary material of the City and/or Agency (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Counsel to obtain a signed confidentiality agreement from each subcontractor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Counsel Agreement.

VI. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Counsel shall provide written notice to its subcontractors, if any, of the responsibility to submit proof of business registration to the Counsel.
Before final payment on the Counsel Agreement is made by the Agency, Counsel shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the Counsel Agreement, if any, or shall attest that no subcontractors were used.

For the term of the contract, Counsel and a subcontractor and each of its affiliates, if any shall, pursuant to N.J.S.A. 52:32-44(g)(3), collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with the Agency.

VII. CONTRACTOR PAY-TO-PLAY COMPLIANCE

The Counsel Agreement is awarded subject to the applicable provisions of the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1 et seq. (the "CCERA"). Accordingly, if the Counsel Agreement was awarded outside of a fair and open process, as defined therein, Counsel and its principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the Agency awarded the Counsel Agreement, and further agree that Counsel and its principals will not make any reportable contribution(s) during the term of the Counsel Agreement that would be in violation of the CCERA. Failure of Counsel to adhere to this provision shall be deemed a material breach of this agreement permitting the Agency to immediately terminate this Counsel Agreement in addition to any other remedies or penalties as may be provided at law or equity.

VIII. TERMINATION & FUNDING EXPIRATION

The Agency reserves the right to terminate this Counsel Agreement at any time for any reason whatsoever, in which event Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by Agency.

Further, the Agreement is subject to the availability of funds duly appropriated for the aforementioned purposes. It shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

ARTICLE IX. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Counsel is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Counsel receives contracts in excess of $50,000 from public entities in a calendar year. It is the Counsels responsibility to determine if filing is

necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

APPENDIX A
CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Counsel retained by the Jersey City Redevelopment Agency (the "Agency") pursuant to an "Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City of Jersey City (the "City") and/or Agency to the Subcontractor, shall be treated as confidential (the "Documents and Data"). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City and/or Agency's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City and/or Agency, and the Subcontractor's suspension or debarment from City and/or Agency contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City and/or Agency's Documents and Data, Subcontractor shall promptly notify the City and/or Agency and shall not turn over any of the City and/or Agency's Documents and Data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law (the "Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and/or Agency and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City and/or Agency Documents and

Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City and/or Agency, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and/or Agency and Subcontractor or upon completion of the scope of work related to the City and/or Agency.