



**REQUEST FOR QUALIFICATIONS & PROPOSALS NO. 2026-01  
FOR  
2026 PROFESSIONAL SERVICES**

**GENERAL COUNSEL  
CONFLICT COUNSEL  
LABOR COUNSEL  
BOND COUNSEL  
CONSULTING ENGINEER  
CONFLICT ENGINEER  
SPECIAL PROJECT ENGINEERING POOL  
AUDITOR  
IT SERVICES**

**RFQ ADVERTISEMENT: Tuesday, December 16, 2025  
RFQ SUBMISSION DEADLINE: Thursday, January 22, 2026 at 11:00 a.m.  
(Location: East Windsor Municipal Utilities Authority)**

**“FAIR AND OPEN” PROCESS IN ACCORDANCE WITH  
N.J.S.A. 19:44A-20.4 et seq.**

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East Windsor, NJ 08520

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**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
REQUEST FOR QUALIFICATIONS & PROPOSALS NO. 2026-01 FOR 2026 PROFESSIONAL SERVICES**

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**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS & PROPOSALS**

The East Windsor Municipal Utilities Authority in Mercer County, New Jersey is requesting qualifications and proposals for professional services for the 2026 fiscal year for the following positions: general counsel, conflict counsel, labor counsel, bond counsel, consulting engineer, conflict engineer, special project engineering pool, auditor, and IT services. Proposals must be submitted by Thursday, January 22, 2026 at 11:00 a.m. to Richard Brand, Executive Director, East Windsor MUA, 7 Wiltshire Drive, East Windsor, NJ 08520. For a copy of the Request for Proposals, contact Julie Palmer at (609) 443-6000 ext. 7603, [adminassistant@eastwindsormua.com](mailto:adminassistant@eastwindsormua.com), or visit our web site at [www.eastwindsormua.com](http://www.eastwindsormua.com). All submissions shall be in a sealed envelope with "Submission of Qualifications/Proposal for [Name of Professional Service]" marked on the outside. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Dated: December 16, 2025

**1. RFQ TIMELINE**

The anticipated timeline for this RFQ process is as follows:

Request for Qualifications Notice (EWMUA Website):	Tuesday, December 16, 2025
Informational Meeting:	None Scheduled
Deadline for Questions/Interpretations:	Friday, January 16, 2026
Proposal Submission Deadline:	Thursday, January 22, 2026
Anticipated Award by Authority:	Thursday, February 19, 2026
Contract Term:	February 19, 2026 to February 18, 2027

**2. FAIR AND OPEN PROCUREMENT PROCESS**

The “Fair and Open” procurement process shall be as follows:

- a. The solicitation of proposals for any contract determined to be in excess of \$17,500, or those that can be considered open-ended, and for which a Public Bid solicitation shall not be required under the Local Public Contracts Law, shall be advertised by the Authority on the Authority’s website at least ten (10) calendar days prior to the date set for the receipt of said request. The published Notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the “Fair and Open” process (in accordance with N.J.S.A. 19:44A-20.4 et seq.).
- b. The Authority shall review the responses to the RFQs and award a Contract to a business entity for the goods or services advertised subsequent to such review. The award of these Contracts shall be made to the business entity submitting the qualifications which are deemed to be most advantageous to the Authority with price and other factors considered.
- c. Contracts awarded under this process shall be publicly announced and awarded. The Resolution awarding the Contract shall state that the Contract was awarded after a “Fair and Open” process and shall state the number of responses received.
- d. Contracts subject to the “Fair and Open” process delineated herein are subject to additional requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.
- e. The Contract shall be awarded as a Professional Service contract pursuant to N.J.S.A. 40A:11-5(1) a.

**3. GENERAL INFORMATION**

The EWMUA has assembled this Request for Qualifications (RFQ) package to solicit proposals from interested Firms to provide the Authority with various open-ended Professional Services during **2026**. It is the intent of the Authority to award a contract for each of the identified **2026 Professional Services** under a “Fair and Open” process.

Nothing herein is intended to exclude any responsible Firms or in any way restrain or restrict competition. On the contrary, all responsible Firms are encouraged to submit proposals.

Proposal packages will be reviewed and evaluated by the Authority’s Executive Director and/or his designees to determine if the Respondent has met the minimum professional, administrative and financial criteria established within this RFQ. Based upon the totality of the information contained in the Qualifications

package, the Authority's Executive Director and/or his designees will determine which Respondents are qualified and make a recommendation to the Board for appointment.

#### **4. PROPOSAL SUBMISSION REQUIREMENTS**

The East Windsor Municipal Utilities Authority invites sealed proposals pursuant to the aforementioned Notice. Sealed proposals will be received by the designated representative at the time and place stated in the Notice and at such time and place will be publicly opened.

All proposal packages shall be submitted in accordance with the following requirements:

- a. Two (2) original copies of the **sealed** proposal package shall be submitted to the EWMUA, Attention: Richard Brand, Executive Director, **no later than 11:00 am prevailing time on Thursday January 22, 2026**. Each of the two (2) proposal packages must include four (4) hard copy resumes, totaling eight (8) resumes. The EWMUA will request one (1) electronic PDF copy of the proposal package after proposals are publicly opened on Thursday January 22, 2026. Electronic copies will be requested only from responsive bidders after opening.
- b. Proposal packages shall be submitted in sealed envelopes marked "**Submission of Qualifications/Proposal for [Name of Professional Service]**" clearly marked on the outside of the envelope.
- c. Proposal packages sent via courier, hand delivery, or mailed shall be addressed to the Authority's address at 7 Wiltshire Drive, East Windsor, New Jersey 08520.
- d. Only one (1) qualifications package needs to be submitted if the Firm is applying for multiple professional positions. Be sure to clearly indicate all positions for which the Firm is interested in on the Compensation Proposal form in Appendix A. The submission package shall also be clearly marked with each position.
- e. The Authority disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent overnight mail, the "**Submission of Qualifications/Proposal for [Name of Professional Service]**" designation must also appear on the outside of the delivery company envelope.
- f. Proposal packages shall clearly bear the name and address of the Respondent written on the face of the envelope.
- g. Proposal packages shall be submitted in the required format, as detailed within Section 5.
- h. Proposals may **not** be faxed, transmitted over the telephone or emailed.
- i. All proposals shall be binding for sixty (60) calendar days following the above due date.
- j. Proposals received by the Authority after the time specified will **not** be opened and/or considered. It is the Respondent's responsibility to see that proposals are presented to the Authority on the hour and at the place designated.
- k. All information required within this Request for Qualifications must be provided to constitute a valid proposal. Omission of required documentation shall deem a Proposal non-responsive.

- I. Any changes, whiteouts, strikeouts, etc. within the proposal must be initialed in ink by the person responsible for signing the proposal.

## 5. **PROPOSAL SUBMISSION FORMAT**

In an effort to ensure consistency, proposals must conform to the following format:

- Section A: RFQ Checklist
- Section B: Scope of Services
- Section C: Resume
- Section D: Facilities
- Section E: Conflict of Interest
- Section F: Compensation Proposal Form
- Section G: Additional Information
- Section H: Acknowledgement of Revisions or Addenda
- Section I: Non-Collusion Affidavit
- Section J: Statement of Business Entity Ownership
- Section K: New Jersey Business Registration Certificate
- Section L: Affirmative Action Compliance Notice
- Section M: Affidavit of Compliance – East Windsor Township
- Section N: Disclosure of Investment Activities in Iran and Prohibited Activities with Russia or Belarus

All sections are to be addressed and specifically referenced. Following is a detail of the expectations for formatting of Proposal packages.

### 5.1 **SECTION A: RFQ CHECKLIST**

Each Respondent shall be required to provide a fully executed RFQ Checklist, acknowledging submission of each of the indicated items. The checklist should identify the Firm, main point of contact and be completed with blue or black ink. An original signature is required.

### 5.2 **SECTION B: SCOPE OF SERVICES**

It is the Authority's intention to solicit Proposals from Firms that have expertise in the provision of the open-ended professional services as detailed below. Respondents must **concisely** demonstrate that they have the continuing capabilities to perform the specified professional services.

All services shall be coordinated by the Executive Director and be billed at an hourly rate in accordance with the submitted **2026 Rate Schedules**, on an "as-needed" basis. The Authority holds

the right to negotiate any hourly rate and/or negotiate lump sum prices for any Professional Service provided.

Additionally, this RFQ shall **qualify each of the appointed Firms** to provide Professional Services related to all phases of special projects (i.e., Capital Improvements, studies, Personnel Manual, etc.), as specifically authorized by the EWMUA Board on a project-by-project basis. The Authority reserves the right to solicit proposals and negotiate fees separate from this RFQ based upon a defined level of effort for each special project, as required.

**5.2(a) GENERAL COUNSEL**

The selected General Counsel shall be qualified to provide general legal services under the direction of an Attorney licensed to practice in the State of New Jersey, to be named the "Authority Attorney". Responsibilities shall generally include (but in no way be limited to): attendance at the Authority's monthly public meetings, monthly reports, preparation and/or review of contracts, legal review of Developer's Applications, preparation and/or review of Developer Agreements, easements, drafting of resolutions of approval for reviews, emergency response services and miscellaneous legal consultation services, as directed by the Authority. Generally speaking, the selected General Counsel shall provide professional services for the day-to-day legal needs of the Authority.

**5.2(b) CONFLICT COUNSEL**

The selected Conflict Counsel shall be qualified to provide legal services for any items that represent a conflict or that may be out of the area of expertise for the appointed General Counsel. The Conflict Counsel must demonstrate experience in the field of Authority Law.

**5.2(c) LABOR COUNSEL**

The selected Labor Counsel shall be qualified to provide legal services for any items that represent a labor issue or dispute. The Labor Counsel must demonstrate experience in the field of employment law.

**5.2(d) BOND COUNSEL**

The selected Bond Counsel shall be qualified to provide legal services for any debt issuances authorized by the Authority and shall provide legal counsel for any debt and/or bond related services that may arise, on an as-needed basis. The Bond Counsel must demonstrate experience with both NJIB (formerly NJEIT) and MCIA financing.

**5.2(e) CONSULTING ENGINEER**

The selected Consulting Engineer shall be qualified to provide general engineering services under the direction of a Professional Engineer licensed in the State of New Jersey, to be named the "Authority Engineer". General engineering responsibilities shall include (but in no way be limited to): technical review of Developer's applications, survey and inspection work, wastewater flow metering analysis, annual wastewater flow projection analysis, design of wastewater and water treatment plants and facilities, infrastructure design, permitting, attendance at the Authority's monthly meetings, monthly reports, emergency response services, preparation of an annual facilities report and miscellaneous consultation services, as directed by the Authority. Generally speaking, the selected Consulting Engineer shall provide professional services for the day-to-day engineering needs of the Authority.

**5.2(f) CONFLICT ENGINEER**

The selected Conflict Engineer shall be qualified to provide engineering services for any items that represent a conflict or that may be out of the area of expertise for the appointed Consulting Engineer. The Conflict Engineer must demonstrate experience in the field of Authority engineering.

**5.2(g) SPECIAL PROJECT ENGINEERING POOL**

The selected engineer or engineers shall be qualified to provide consulting engineering services for special projects, if and when needed throughout the year. The Special Project Engineer(s) must demonstrate experience in the field of Authority engineering.

**5.2(h) AUDITOR**

The selected Auditor shall be qualified to provide Auditing services to the EWMUA. The auditor must be capable of performing:

- a. Audit the Authority's financial statements for the financial year ending **November 30, 2025**.
- b. Audit shall be conducted in conformance with the auditing practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.
- c. Audit shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States.
- d. Auditor shall prepare and mail utility verification letters and verify responses accordingly.
- e. Such other auditing services appropriate to the position as requested.
- f. Submit Audit report to board by June Board Meeting.
- g. Attendance at the July Board Meeting to give report.

**5.2(i) IT Services**

The selected consultant shall be qualified to act as an ad-hoc back-up to the EWMUA's IT Manager and is expected to provide 24/7 remote and in-person assistance, as needed. The consultant must be able to provide assistance in the event of critical system failures, follow standard operating procedures, and adhere to JIF information technology/cybersecurity requirements.

**5.3 SECTION C: RESUME**

This section shall address the following:

- a. Name and address of the Respondent's Firm and the Corporate Officer authorized to execute Agreements.
- b. Concise description of the Firm's history, ownership, organizational structure, location of its management and relevant licenses to business in the State of New Jersey.
- c. Generally, describe the Firm's regional, statewide and local service capabilities.
- d. Provide and identify the names, experience, qualifications and applicable licenses held by the individual primarily responsible for servicing the account with the Authority. Indicate any specialized skills that would be provided to the Authority.

- e. Provide a concise listing of other Local Government or similar Clients with which the Firm has experience servicing. Include the name, address and telephone number of the Contact person.
- f. Provide a statement of assurance to the effect that the Firm is not currently in violation of any regulatory rules and regulations that may have an impact on your Firm's operations.

**5.4 SECTION D: FACILITIES**

For the Firm's facilities that are located closest to the Authority's headquarters in East Windsor, New Jersey, provide:

- a. The location of the office.
- b. Firm personnel assigned to this location.
- c. The activities of the Firm performed at this location.

For those facilities and activities located elsewhere, please explain the activities performed and why these are best performed at a different office. Firms where all activities are performed at a single location, this does not have to be addressed.

**5.5 SECTION E: CONFLICT OF INTEREST**

This section should disclose any potential conflicts of interest that the Firm may have in performing these services for the Authority.

**5.6 SECTION F: COMPENSATION PROPOSAL FORM**

Each Respondent shall be required to provide a fully executed Compensation Proposal Form, which can be found in Appendix A and shall be completed with **blue or black** ink. An original signature is required. A copy of the Firm's **2026 Rate Schedule** is required to be attached. **Please note that the Authority reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein.**

**5.7 SECTION G: ADDITIONAL INFORMATION**

This section is for any further pertinent data and information not included elsewhere in the RFQ that further explains how your Firm can best serve the Authority for the specified services.

**5.8 SECTION H: ACKNOWLEDGEMENT OF REVISIONS OR ADDENDA**

Each Respondent shall be required to provide a fully executed copy of the "Acknowledgement of Revisions or Addenda" form, which can be found in Appendix B. This item is **MANDATORY** and **MUST** be submitted with the sealed proposal.

**5.9 SECTION I: NON-COLLUSION AFFIDAVIT**

Each Respondent shall be required to provide a fully executed copy of the "Non-Collusion Affidavit" form, which can be found in Appendix C. This item is **MANDATORY** and **MUST** be submitted with the sealed proposal.

**5.10 SECTION J: STATEMENT OF BUSINESS ENTITY OWNERSHIP**

Each Respondent shall be required to provide a fully executed copy of the "Statement of Business Entity Ownership" form, which can be found in Appendix D. This item is **MANDATORY** and **MUST** be submitted with the sealed proposal.

**5.11 SECTION K: PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Each Respondent shall be required to provide a valid New Jersey Business Registration Certificate. This item is **NOT** required with the sealed qualification proposal but **MUST** be submitted **PRIOR** to award.

**5.12 SECTION L: AFFIRMATIVE ACTION COMPLIANCE NOTICE**

Each Respondent shall be required to provide a fully executed copy of the “Affirmative Action Compliance Notice” form, which can be found in Appendix E. This item is **NOT** required with the sealed qualification proposal but **MUST** be submitted **PRIOR** to award.

**5.13 SECTION M: AFFIDAVIT OF COMPLIANCE NOTICE**

Each Respondent shall be required to provide a fully executed copy of the “Affidavit of Compliance Notice” form, which can be found in Appendix F. This item is **MANDATORY** and **MUST** be submitted with the sealed proposal.

**5.14 SECTION N: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AND PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

Each Respondent shall be required to provide a fully executed copy of the “Disclosure of Investment Activities in Iran and Prohibited Activities with Russia or Belarus” form, which can be found in Appendix G. This item is **NOT** required with the sealed qualification proposal but **MUST** be submitted **PRIOR** to award.

**6. SELECTION CRITERIA**

The various professional services shall be awarded to the Firms that are most advantageous to the Authority, price and other factors considered. The Board of the East Windsor Municipal Utilities Authority shall evaluate RFQs and the basis of award shall be dependent upon the following qualifications:

- a. History, experience, expertise and reputation of the Firm in performing professional work in the applicable field.
- b. Ability, capacity and skill of the Firm to support and deliver the identified Scope of Services (refer to Section 5.2).
- c. Ability of the Firm to perform the services in a timely manner and availability of personnel, facilities, equipment and other resources.
- d. Availability to accommodate any required meetings of the Authority.
- e. Knowledge of East Windsor Township and/or East Windsor MUA
- f. The number of licensed Professionals employed by or associated with the Firm. **Please submit current copies of relevant Professional licenses.**
- g. Qualifications and background of the assigned Staff, insofar as they relate to this RFQ. Provide name and resume of the main contact who will be assigned to the Authority’s account. Describe the qualifications and provide resumes of support Staff as they relate to the services to be provided.
- h. Specific Professional Qualifications, as follows:

- i. **GENERAL COUNSEL and CONFLICT COUNSEL:** Must have at least ten (10) years of professional experience. Must have experience representing municipal entities or Utility Authorities, and be well versed in the field of municipal, public contracts law and laws involving Municipal Utilities Authorities. Must possess the ability to develop and litigate complex Utility issues. Additionally, the Conflict Counsel must be well versed in employment law.
  - ii. **LABOR COUNSEL:** Must have at least ten (10) years of professional experience. Must have experience representing municipal entities or Utility Authorities, and be well versed in management-side legal and labor relations issues, including disciplinary matters and rendering of advice to department heads and personnel/human resource officials concerning employment-related matters.
  - iii. **BOND COUNSEL:** Must have at least ten (10) years of professional experience in Utility or governmental bonding; must have specific knowledge of the New Jersey Local Bond Law, Local Budget and Fiscal Affairs Law, regulations promulgated by the New Jersey Division of Local Government Services and Local Finance Board; must have experience in dealings with the New Jersey Infrastructure Bank Financing Program (NJIB, Formerly NJEIT) and Mercer County Improvement Authority; must be listed in such established books and guides as qualified to do financial and bonding work.
  - iv. **CONSULTING ENGINEER, CONFLICT ENGINEER, and SPECIAL PROJECT ENGINEERING POOL:** Must have at least ten (10) years of professional experience in municipal, water/wastewater utility engineering and demonstrate experience in performing reviews of public and private water/wastewater infrastructure improvements; must have design and construction related experience on similarly sized water/wastewater facilities as the East Windsor Municipal Utilities Authority; must possess the ability to perform inspections on public works projects, on-site and off-site improvements by public and private entities; must have the ability to perform all aspects of a project including design, bid and construction phase engineering services; must have experience in dealings with the New Jersey Infrastructure Bank Financing Program (NJIBFP).
  - v. **AUDITOR:** Must have at least ten (10) years of professional experience, must have experience representing municipal entities and/or Utility Authorities, and be well versed in accordance with Government Auditing Standards issued by the Comptroller General of the United States, knowledge of auditing practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.
  - vi. **IT SERVICES:** Must have at least three (3) years of hands-on experience on Windows Server role configuration (File Server, Print Server, DNS, DHCP). Must have experience with Windows-focused environments (Windows Server, Active Directory, PowerShell), Cloud-centric applications, SQL databases, and Firewall Configurations (FortiGate). Must have either CompTIA Server+ certification or Bachelor's degree in Computer Science or related field.
- i. **2026 Rate Schedule** identifying specific rates for employees of the Firm and methods for charging of any services rendered. Specify if any overhead factors will be applied to any rates charged, as well as any ancillary charges that may also be charged. Indicate charges for monthly meetings and reports to the Board.
  - j. List of References with current contact information.

- k. The Authority requires that each Firm shall hold a valid New Jersey Business Registration Certificate. **Please submit a copy of current Certificate.**
- l. Other factors if demonstrated to be in the best interest of the EWMUA.

The selection of the professional Firms shall be based on the EWMUA Board evaluation of the submitted materials, qualifications and compensation as set forth in this document. The EWMUA Board reserves the right to negotiate the terms and conditions of any Contract with the successful Firm(s) based upon the evaluation of the proposal package, which the Board deems to be most advantageous to the EWMUA.

**Note: Special Projects Engineer** – One or more engineers may be awarded for a pool of Special Project Engineers for the year. The MUA, at its sole discretion, shall choose an Engineer from the final determined pool of consultants based on the MUA's opinion of the discipline needed.

## **7. TERMS OF AGREEMENT**

Following are the Terms of Agreement for this RFQ:

- a. The effective term of the Professional Service Agreement shall be on or about **February 19, 2026 through February 18, 2027.**
- b. The Authority shall not be liable for any costs incurred in the preparation of proposals.
- c. The Authority reserves the right to conduct personal interviews prior to selection. The Authority shall not be liable for any costs incurred by the Respondent in connection with such interviews (i.e., travel, accommodations, etc.).
- d. The Respondent certifies that they have fully read and understand the RFQ and have full knowledge of the scope, nature, quantity and quality of the work to be performed.
- e. The Respondent shall furnish such additional information as the Authority may reasonably require. The Authority reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate.
- f. The Authority reserves the right to reject any and/or all Proposals or to informally negotiate certain points of the final Contract with the Respondent.
- g. The Authority reserves the right to waive minor irregularities in the procedures.
- h. The Authority further reserves the right to seek new Proposals when such a procedure is in its best interest. The Authority shall not be obligated to provide reasons for the rejection of any Proposal.
- i. All Respondents are required to provide a Fee Schedule detailing compensation for specified services.
- j. Failure to submit any required information may render a proposal non-responsive and may result in disqualification.
- k. Termination of Contract

- i. If, through any cause, the successful Firm shall fail to fulfill in a timely manner and proper manner obligations under this contract or violate any of the requirements of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date of the termination. Such termination shall relieve the Authority of any obligation for balances to the successful Firm of any sum set forth in the contract.
- ii. Notwithstanding the above, the Firm shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the Firm and the Authority may withhold any payments to the Firm for the purpose of compensation until such time as the exact amount of the damage due the Authority from the Firm is determined.
- iii. The Firm agrees to indemnify and hold harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.
- iv. In case of a default by the successful Firm, the Authority may procure the articles or services from other sources and hold the successful Firm responsible for any excess cost occasioned thereby.
- v. The Authority reserves the right to terminate the contract at any time, for any reason, with no penalties.

## **8. INTERPRETATION AND ADDENDA**

The Respondent understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Authority. The Respondent accepts the obligation to become familiar with these requirements.

Respondents are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the appropriate official. In the event the Respondent fails to notify the Authority of such ambiguities, errors or omissions, the Respondent shall be bound by the proposal.

Any questions and/or comments should be directed to the following Authority personnel:

Richard Brand, Executive Director  
East Windsor Municipal Utilities Authority  
7 Wiltshire Drive  
East Windsor, New Jersey 08520  
Tel: (609) 443-6000  
Email: [Rbrand@eastwindsormua.com](mailto:Rbrand@eastwindsormua.com) (preferable)

No oral interpretation of the meaning of the RFQ will be made to any respondent. Every request for an interpretation shall be in writing, addressed to the Authority personnel stipulated in the proposal. In order to be given consideration, written requests for questions/interpretation must be received by the date stipulated in the proposal. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFQ and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Respondent in the proposal. The Authority's interpretations or corrections thereof shall be final.

## **9. STATUTORY AND OTHER REQUIREMENTS**

All Respondents are required to adhere to the following additional requirements:

### **9.1 INSURANCE REQUIREMENTS**

Prior to execution of this Contract, all Firms and their sub-consultants shall provide a Certificate of Insurance, issued by a carrier licensed in the State of New Jersey for the Firm/Company/Individuals, which maintains the following insurance coverage:

- a. Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$2,000,000 aggregate per year.
- b. Commercial General Liability Insurance with limits of \$1,000,000 per claim and \$3,000,000 aggregate. The Authority and its Board, Staff and Consultants shall be named as additional insured.

The Consulting Engineer and Conflict Engineer shall also provide the following, in addition to the above:

- a. Workers Compensation Insurance at statutory limits.
- b. Automobile Liability Insurance with a limit of \$1,000,000 per occurrence combined single limit.
- c. Non-Owned Automobile Liability insurance, including coverage for hired and leased vehicles, with limits of \$1,000,000 per occurrence.

All Consultants shall indemnify and save harmless the East Windsor Municipal Utilities Authority, East Windsor Township, the Authority's agents and employees against all losses and claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, their subcontractors, their agents or their employees, in the execution of the work or in guiding same. Proof of coverage shall be provided prior to execution of any Agreement with the Authority.

### **9.2 AFFIRMATIVE ACTION REQUIREMENTS**

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

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

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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.
- h. In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. 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:
  - 1. Letter of Federal Affirmative Action Plan Approval;
  - 2. Certificate of Employee Information Report;

3. Employee Information Report Form AA302 is electronically provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) and distributed to the public agency through the Division's website:

[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)

- j. The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

### **9.3 AMERICANS WITH DISABILITIES ACT**

#### **Equal Opportunity for Individuals with Disabilities**

The Contractor and the Authority 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the EWMUA 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Authority, 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.

The Authority 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 Authority or any of its agents, servants and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority pursuant to this paragraph.

It is further agreed and understood that the Authority 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 provision 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 Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Authority does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

#### **9.4 PROOF OF NEW JERSEY BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder must be registered by the bid opening date and submit proof of New Jersey Business Registration prior to award.

All business organizations that do business with a local contracting agency (i.e., East Windsor Municipal Utilities Authority) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

#### **FAILURE TO PROVIDE PROOF OF BRC PRIOR TO AWARD MAY BE CONSIDERED A FATAL DEFECT.**

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- a. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.
- b. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none were used.
- c. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A Contractor, Subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### **9.5 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AND PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

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 attached to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Pursuant to Public Law 2022, c. 3 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification attached to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the NJ Department of Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus. The NJ Department of Treasury's list is found on the State of New Jersey, Department of Treasury website at <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>.

**RFQ DOCUMENT CHECKLIST**

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
RFQ NO. 2026-01 FOR 2026 PROFESSIONAL SERVICES**

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

RFQ SUBMISSION DEADLINE: **Thursday January 22, 2026 by 11:00 a.m. prevailing time**

All Respondents are required to complete this checklist and include it within their Proposal package. Failure to provide this checklist or any of the items detailed within it may be cause for fatal defect.

The following mandatory items **MUST** be submitted with the sealed proposals:

- Executed copy of the "RFQ Document Checklist"
- Two (2) original sealed copies
- Executed Proposal Form (Appendix A)
- Resume of Proposed Firm (8 hard copies)
- Facilities information
- Acknowledgement of Receipt of Addenda (Appendix B)
- Non-Collusion Affidavit (Appendix C)
- Statement of Ownership Disclosure (Appendix D)
- Affidavit of Compliance – East Windsor Township (Appendix F)
- Additional Information to support RFQ Submittal and Selection Criteria (as applicable)

The following items are **NOT** required with the sealed proposal but **MUST** be submitted **PRIOR** to award:

- Proof of valid New Jersey Business Registration Certificate

- Proof of current New Jersey Professional License(s) (for relevant employees)
- Certificate of Insurance (as applicable)
- Affirmative Action Compliance Notice (Appendix E)
- Disclosure of Prohibited Activities in Russia and Belarus & Investment Activities in Iran (Appendix G)

*I do hereby certify that all of the information provided in this sealed proposal is true and accurate to the best of my knowledge and belief. I understand that the Commissioners of the EWMUA are relying thereon in considering this sealed proposal. Furthermore, I fully understand and shall comply with the indicated Terms of Agreement, unless otherwise specifically noted within the sealed proposal.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

APPENDIX A

COMPENSATION PROPOSAL  
RFQ NO. 2026-01 FOR 2026 PROFESSIONAL SERVICES

POSITION(S) SUBMITTING FOR:  
(CIRCLE ALL THAT APPLY)

- GENERAL COUNSEL
- CONFLICT COUNSEL
- LABOR COUNSEL
- BOND COUNSEL
- CONSULTING ENGINEER
- CONFLICT ENGINEER
- SPECIAL PROJECT ENGINEERING POOL
- AUDITOR
- IT SERVICES

2026 FEE SCHEDULE PROVIDED (REQUIRED):  
(CIRCLE ONE)

YES/NO

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Signature of Authorized Representative)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX B**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check Box if No Addenda were Received

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

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 Applicant making the RFQ and certify that I executed the RFQ with full authority to do so, that said Applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in the restraint of free, competitive bidding in connection with the Application and that all statements contained in the RFQ and in this Affidavit are true and correct, and made with full knowledge that EWMUA relies upon the truth of the statements contained in the RFQ and in the statements contained in this Affidavit in awarding a Contract to the Applicant.

I warrant that no requirement or commitment was made in reference to any persons or elected official and that no undisclosed benefits of any kind were promised to anyone connected with the EWMUA or RFQ process.

I further warrant that no person or selling agent has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee.

I further warrant and represent that I have never been convicted or acknowledge nor admitted to any payment of kickbacks or unlawful gifts for which conduct the EWMUA deems me disqualified from bidding.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

Subscribed and sworn to

Before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print or type name of Affiant

Notary Public of \_\_\_\_\_

My Commission expires on:

APPENDIX D

**STATEMENT OF OWNERSHIP DISCLOSURE**  
**N.J.S.A. 52.25-24.2 (P.L. 1977, c.33, AS AMENDED BY P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

\_\_\_\_\_

**PART I: CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership                                       Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II: OWNERSHIP DISCLOSURE CERTIFICATION**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in this limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stocks, of any class, or not individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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**PART III: DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person hold a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Securities and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filings(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10 percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

(Please attach additional sheets if more space is needed):

Website (URL) Containing the Last Annual SEC (or Foreign Equivalent) Filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

(Please attach additional sheets if more space is needed):

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**PART IV: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments hereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the East Windsor Municipal Utilities Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the East Windsor Municipal Utilities Authority to notify the East Windsor Municipal Utilities Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and it will constitute a material breach of my agreement(s) with the, permitting the East Windsor Municipal Utilities Authority to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX E

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder'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 bidder shall submit to the public agency, before award, one (1) of the following three (3) 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.  

OR
- d. Written certification, signed by an authorized representative on Firm letterhead, that the Firm is exempt from these requirements. Specific references to exemptions shall be provided.

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 nonresponsive 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: \_\_\_\_\_



**APPENDIX G**

**Prohibited Russia-Belarus Activities & Iran Investment Activities**

**Person or Entity**

**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	