

**HOUSING AUTHORITY OF THE
CITY OF NEW BRUNSWICK**

SECURITY & SURVEILLANCE SYSTEM BID

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

BIDS MUST BE SUBMITTED BY

12:00 pm on May 14th to:

Daniel Toto
Executive Director
Housing Authority of the City of New Brunswick
7 Van Dyke Avenue
New Brunswick, New Jersey 08901

Advertisement for Bids

Sealed bids for a Security and Surveillance System will be received by the Housing Authority of the City of New Brunswick (“Housing Authority”), 7 Van Dyke Avenue, New Brunswick, New Jersey 08901, until 12:00 PM on Tuesday, May 14, 2024. The Housing Authority is seeking to replace its current security and surveillance system for its forty (40) public housing buildings.

The bid documents can be obtained via electronic mail from the Housing Authority’s Executive Director, Daniel Toto, at dtoto@nbnjha.org.

An original and one (1) copy of the bid must be submitted in a sealed package to the Housing Authority. The package must be clearly marked with the words “Security & Surveillance System Bid” and include the respondent’s company name and return address. All bids must be received at the address and by the deadline stated above. Bids received after the deadline for any reason shall not be considered and will be returned to the sender.

No bids shall be withdrawn for a period of sixty (60) days following the bid submission deadline. The Housing Authority reserves the right to reject any and all bids and/or to waive any informality in the bidding. The successful bidder(s) will be required to execute the Housing Authority’s contract within seven (7) days of contract award.

1. PURPOSE

The Housing Authority of the City of New Brunswick (hereinafter called the “Housing Authority”) is a public housing authority with administrative offices located at 7 Van Dyke Avenue, New Brunswick, New Jersey 08901. The Housing Authority provides quality, affordable housing to low-income families and seniors through its Public Housing and Housing Choice Voucher programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting bids for upgrades to its **Security and Surveillance System**. The successful bidder shall provide the Housing Authority with specifications for an appropriate upgrade encompassing the matching the specifications provided herein.

The Housing Authority shall award a contract to the lowest responsible bidder. If bids are received for multiple camera systems and/or models, a contract shall be awarded to the lowest responsible bidder for the security system which best meets the specifications provided by the Housing Authority at its discretion.

The successful bidder must provide the proposed details in accordance with applicable international, federal, state, and local statutes, rules, regulations, ordinances, orders, and codes (including but not limited to the rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (“HUD”)).

2. SPECIFICATIONS

Bidders shall provide pricing for all equipment (cameras, servers, wiring, etc.) and labor required for the replacement and installation of the Housing Authority’s current security and surveillance system located at its public housing properties – Schwartz Homes and Robeson Village. The properties consist of a total of forty (40) buildings of various sizes. Bidders shall supply sufficient documentation for the proposed equipment to establish that it contains all specified features (or equivalent) and to identify all warranty coverage. An alternative feature must have the same functionality as the feature specified in order to be deemed equivalent.

As a federally-funded agency, all labor required for this Project shall be subject to Davis-Bacon prevailing wages the contractor shall be required to provide the Housing Authority with certified payrolls documenting such prior to payment. Bid prices shall include all proposed costs and charges.

SURVEILLANCE SYSTEM SPECIFICATIONS:

The proposed Security & Surveillance System shall meet the following required specifications for consideration:

- Cloud: Preference will be given to a hybrid cloud security platform, where products are managed. Preference will be given to a solution that does not necessitate the use of NVRs / DVRs through a single pane of glass
- Platform: Interface is easy to navigate and can be managed under a centralized platform through a single pane of glass
- Support: 24/7 technical support included (call, email, chat), at no additional cost, including weekends and holidays
- Updates: Automatic firmware and software updates, at no additional cost
- Enhancements: New features and enhancements are added at no additional cost
- Integration: Native integration with vendor's own (including but not limited to access control, alarms, etc.) to allow for a comprehensive response to security threats
- Scalability: System should be easy to scale across sites
- Predictable Costs: No additional / unpredictable costs associated with solution e.g., ongoing maintenance costs, server replacement costs
- Security: Data is fully encrypted in transit and at rest and traffic is transmitted over the network using TLS v1.2 and encrypted with AES. The system must also have the ability to integrate with Single-Sign-On (SSO) providers; offer Multi Factor Authentication options
- Compliance: System is SOC 2 and NDAA compliant
- Warranty: All cameras (except PTZ and older dome models) must come with a 10-year warranty
- Camera Portfolio: Full range of camera types offered: domes, mini-domes, bullets, fisheyes, multisensors and PTZs
- Resolution: Minimum of 2MP (1920 x 1080), and up to 8MP (3840 x 2160) resolution; up to 12MP (4056 x 3040) for fisheye cameras
- Physical Impact: IK08 vandal resistant rating or above, to protect against external mechanical impacts
- Environmental Impact: At least IP66 rating to protect against dust and environmental elements for outdoor cameras
- Onboard Storage: Minimum of 128GB and up to 2TB for mini / standard domes, up to 8TB for multisensor, and up to 3TB for PTZ
- Retention: Built in solid state storage drive, with a minimum of 30 (guaranteed), and up to

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365 days of retention

- Backup: 30-days cloud backup included with each camera
- Archiving: True unlimited archiving - any footage archived goes to the cloud and is kept indefinitely across all cameras
- Recording: Must be able to record 24/7, including audio
- Face Blur: Ability to blur faces in live streams
- Infrared (IR): IR illumination for night visibility, minimum of 10m (33ft.) and up to 30m (98ft.) range; up to 100m (328ft.) for PTZ
- Frame Rate: 24 FPS by default (U.S.)
- Bandwidth: Solution should have a small bandwidth footprint (20-50 kbps). No extra server/bandwidth/network upgrades required. System needs to have the ability to multiplex one stream from the cloud to 100+ remote users to conserve bandwidth when streaming live events and the ability to monitor, view and stop streams to optimize bandwidth allocation, and enforce bandwidth caps using TCP congestion control
- Video Monitoring: 24/7 video monitoring and verification by a monitoring agent who is five diamond certified by TMA included at no extra cost
- Analytics: Capability to perform computer vision analytics at the edge - people analytics, vehicle analytics, license plate recognition, tamper alerts, included with purchase
- People Analytics: Provide the ability to filter video based on date and time range, and the physical description of a person (clothing color on top, clothing color on bottom, wearing a backpack, etc.) with Facial recognition capability available
- Vehicle Analytics: Ability to filter video based on make, body and color of vehicles (cars, buses, trucks and motorcycles)
- License Plate Recognition: Ability to recognize and monitor license plates and ability to create "License Plates of Interest", i.e., create a hotlist of license plates
- Motion Search: Ability to select region in feed and return instances of that motion
- Trajectories: Ability to trace trajectories for people and vehicles
- Loitering: Ability to set an area and determine if a person has been loitering in that area for a given period of time
- Line Crossing: Ability to be alerted if a person has crossed a given line
- Hot Spots: Ability to identify and search "hot spots" in a camera's field of view for motion
- Export: Have the ability to export industry-standard video formats of selected video footage that can be viewed on standard platforms without a proprietary viewer
- Heatmaps: Ability to show heatmaps of live and historical views of where activity is taking place

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- Search: Have the ability to search for a unique face captured by the camera across multiple cameras and multiple sites
- Access: Ability to securely access and view footage from anywhere in the world, onsite or remote
- APIs: Streaming APIs to ingest live stream or historical footage into any web app
- Mobile Access: Ability to view footage and conduct analytics on mobile (iOS / Android)
- Floor Plans: Have the ability to upload floor plans into the camera system and place cameras on that floor plan, and show motion in those floor plans
- Incident Management: Ability to consolidate, review and annotate footage and collaborate securely to streamline investigations and simplify reporting
- Alerts: Ability to consolidate all alerts across vendor's native products in one central location
- Live Alerts: Live alerts and notifications for when uploaded faces/people are detected by any camera
- Crowd Detection: Crowd detection alerts for when people are congregating
- Email & SMS: Provide either email or SMS notification of critical system events (camera failure, tampering, etc.)
- Person of Interest: Person of interest (POI) notifications
- Sharing: Ability to share live link or historical footage of a single camera or group of cameras with a set of external contacts (e.g., first responders)
- Users: Software allows for an unlimited number of Administrative Users without additional software licenses. Configurable role-based user permissions and site-based product access
- Backup Battery: Must have a built-in backup battery to keep the system online for up to 12 hours in the event of a power loss
- Backup Compatibility: Compatibility with vendor's own cellular backup module for multiple backup LTE connections for the wireless hub
- Setup: Fast setup with plug-n-play cameras, without needing to open port forwards or set up VPNs
- Connection: Standard RJ45 connectivity including Power Over Ethernet (PoE) capability to receive power
- Encryption: HTTPs encrypted by default
- Compliance: UL / CUL 62368-1 certification for audio/video, information and communication technology equipment
- Advanced RMA: Advanced RMA at no additional cost

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Bidder shall provide a detailed written proposal listing the proposed make, model, optional equipment and features of all equipment being offered. Bidder may offer equipment which exceeds the above requirements. However, bids that fail to meet these minimum requirements will be considered non-responsive. Bidder shall provide manufacturer literature to support all ratings where indicated. Failure to provide literature may cause the bid to be rendered non-responsive and rejected.

3. QUALIFICATIONS

All respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the State of New Jersey.
- B. Has the capability to provide the requested equipment and services in accordance with the requirements described herein.
- C. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, the U.S. General Services Administration, the U.S. Internal Revenue Service, or any other federal agency or the Federal Government, and/or the N.J. Department of Labor, or any other state agency or the State of New Jersey.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

4. SUBMISSION OF BIDS

All bids must be sealed and received by the Housing Authority (via mail, courier service such as Fed Ex or UPS, or hand-delivery only) no later than 12:00 PM on Tuesday, May 14, 2024 at the following address:

Housing Authority of the City of New Brunswick
7 Van Dyke Avenue
New Brunswick, New Jersey 08901
ATTN: Daniel Toto, Executive Director

The sealed envelope must be marked “Security & Surveillance System Bid”.

5. BID REQUIREMENTS

Each bidder shall submit one (1) original and one (1) copy of the entire bid, including all documentation specified on the bid checklist. Failure to provide any of the required documentation at the time of submission may be considered a fatal defect warranting rejection of the bid.

6. BID REVIEW AND AWARD

No bids shall be withdrawn for a period of sixty (60) days following the bid submission deadline. The Housing Authority reserves the right to reject any and all bids and/or to waive any informality in the bidding. The successful bidder will be required to execute the Housing Authority's contract within seven (7) days of contract award.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of New Brunswick (hereafter “owner”) do hereby agree that the provisions of Title II 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.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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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 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 and its subcontractors shall furnish such reports or other documents to the Executive Director of the Housing Authority of the City of New Brunswick, Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BID CHECKLIST

Completion and submission of the following items is mandatory:

<u>Item</u>	<u>Read, Initialed and Submitted</u>
Acknowledgement of Bid Addenda pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
Bid Form	_____
Camera/Security System Documentation	_____
Certification of Non-Debarment	_____
Non-Collusion Affidavit	_____
Statement of Ownership pursuant to <u>N.J.S.A. 52:25-24.2</u>	_____
Affirmative Action Compliance Notice	_____
HUD-5369-A (Representations, Certifications, and Other Statements of Bidders)	_____
Disclosure of Investment Activities in Iran	_____
Certification of Non-Involvement in Russia or Belarus	_____
N.J. Business Registration Certificate issued by N.J. Division of Revenue for Contractor and, if applicable, Subcontractor (by date of award)	_____
Certificate of Insurance	_____

The undersigned hereby acknowledges that they have completed and submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the Housing Authority may, in its discretion, reject any bid as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Bidder: _____

Signature of Bidder's Agent: _____

Name and Title of Bidder's Agent: _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges receipt of the following Addenda to the bid documents:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Signature of Bidder's Agent

BID FORM

In submitting this Bid, the undersigned agrees and certifies:

- That the proposal was made in good faith following a complete examination of the Invitation for Bids, including all attached and referenced documents.
- That the Bid includes the cost of all materials, equipment, labor, transportation, licenses, taxes, insurance, overhead, profit and any and all other costs required for the successful completion of this Project, and that there shall be no additional cost to the Housing Authority arising from the Project, except for duly authorized change orders.
- That, if awarded a contract, the bidder shall timely and properly complete the sale within seven (7) days of the contract award.

LUMP SUM CONTRACT PRICE for the supply and installation of the security & surveillance system at the Housing Authority’s Schwartz Homes and Robeson Village properties.

_____ (\$ _____)

Signature of Bidder’s Agent

Subscribed and sworn to before me
This _____ day of _____, 20 _____

Notary Public of _____
My commission expires _____

Signature of Notary Public

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

_____ and/or its principals have never, at any time, been suspended
(name of company)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey
Department of Labor or any other state agency or the State of New Jersey.

Signature of Bidder's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

NON-COLLUSION AFFIDAVIT

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

I am the _____ of _____,
(title or position) (name of bidder)
the entity making this bid for _____, and that I
(title of Project)

executed this bid with full authority to do; the foregoing bid is genuine and the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this Project; and that all statements contained in this bid and in this affidavit are true and correct, made with full knowledge that the Housing Authority of the City of New Brunswick relies upon the truth of the statements contained in this bid and in the statements contained in this affidavit in awarding the contract for the Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Signature of Bidder's Agent

Subscribed and sworn to before me
This _____ day of _____, 20 _____

Notary Public of _____
My commission expires _____

Signature of Notary Public

STATEMENT OF OWNERSHIP

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

Partnership Limited Liability Company Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

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

Stockholders:

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Signature of Bidder's Agent

Subscribed and sworn to before me
This _____ day of _____, 20 _____

Notary Public of _____
My commission expires _____

Signature of Notary Public

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 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, 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 and 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 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 successor vendor(s) must submit the copies of the AA 302 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: _____

Housing Authority of the City of New Brunswick
Invitation for Bids – Security & Surveillance System

**Instructions to Offerors
Non-Construction**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

Housing Authority of the City of New Brunswick
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**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Housing Authority of the City of New Brunswick
 Invitation for Bids – Security & Surveillance System

**Representations, Certifications,
 and Other Statements of Bidders**

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

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(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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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	_____
<i>*Attach Additional Sheets If Necessary.</i>	

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

Housing Authority of the City of New Brunswick
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**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

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

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.