

WATER WELL AND PUMP - MOTOR FULL MAINTENANCE CONTRACT

This Contract entered into by and between **The Merchantville-Pennsauken Water Commission (MPWC) a governmental body corporate of the State of New Jersey, whose primary and legal address is 6751 Westfield Avenue, Pennsauken, NJ, 08110** (hereinafter referred to as “the Owner” or “Commission”) and Utility Service Co., Inc., (USCI) whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as “the Company” or Vendor). Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

A. The Owner agrees to engage the Company to provide the professional services needed to service its **Water Wells Numbering Eleven (11) with their accompanying pumps as listed in attached RFP & Responsive Proposal.** (Hereinafter may be referred to in the singular by the term “Well”).

1. Company’s Responsibilities. This Section outlines the Company’s responsibilities for the services associated with the attached lists of described Wells. Services includes the following:

a. **WATER WELL REHABILITATION:**

(i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

b. **REPAIR OR REPLACEMENT OF PUMP:**

(i) The Company shall make repairs to the pump or replace the pumping unit and motor during the aforementioned rehabilitation.

(ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pumps & motors covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

c. **WATER WELL MAINTENANCE:**

(i) The Company will install the necessary Well maintenance equipment following the acceptance of this Contract.

(ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service for each well shall be performed each Contract year.

(iii) The Company will conduct a performance test annually and provide a written report of the findings of each Well and pump performance to the Owner following each well’s annual test.

(iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the specific capacity of the Well.

(v) The Company will be responsible to return all eleven wells to a base-line Specific Capacity in year 1 and then maintaining that Specific Capacity to within 80% of that wells capacity throughout the maintenance agreement.

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2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to the following:

- a. It is understood that only USCI Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- b. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- c. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- d. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

B. PUMP-MOTOR SERVICE

1. The Owner agrees to engage the Company to provide the professional service needed to service its **Pumps-Motors Numbering Twelve (12) in RFP, in addition to the 11 Well Pumps & motors, for a total of Twenty-Three (23) & Responsive Proposal** (hereinafter "Pump").

Company's Responsibilities. This Section outlines the Company's responsibilities for the services associated with the above described Pump, which are also defined in the Company's proposal, which is attached hereto and incorporated herein by reference. Services includes the following:

a. PUMP – MOTOR RENOVATION:

- (i) The Company shall perform any necessary renovation or replacement of the Pump and Motor to return the Pump to as prime a condition as possible. The Company may renovate or replace the Pump and or Motor with similar or equal equipment to satisfy the design criterion for the performance of the Pump and or Motor and System.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump and or Motor covered under this Contract. Reasonable travel response time must be allowed for the repair unit to reach the site.

b. PUMP AND MOTOR MAINTENANCE:

- (i) The Company will service each Pump and Motor as described in the Company's proposal on an annual basis. A minimum of one performance test and maintenance event service shall be performed each Contract year.

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(ii) The Company will conduct a performance test annually and provide a written report of the findings of the pump performance to the Owner following each annual test.

2. Owner's Responsibilities. This Section outlines the Owner's responsibilities under this Contract, which may also be defined in the Company's proposal, and they include but are not limited to the following:

- a. It is understood that only Company's employees or personnel authorized by the Company shall operate, and/or maintain the Pump and Motor.
- b. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Pump And or Motor equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to working on or removing any equipment from the site.
- c. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Pump and or Motor equipment may need to be serviced.
- d. The Owner shall notify Company immediately of any operational changes to the Pump or Motor that could impact the performance of the equipment, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

C. (1) Term. This agreement shall be for an **initial term of Ten (10) years from the Commencement Date.** The Commencement date shall in any case be dependent upon all required state and governmental approvals. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2017, Contract Year 1 for that contract would be May 1, 2017 to April 30, 2027 and Contract Year 2 for that contract would be May 1, 2018 to April 30, 2019 and so on. Owner has the option to renew this contract for six (6) additional five (5) year terms (herein after "Renewal Term(s)"). The Owner shall give the Company at least sixty (60) Days advanced written notice of its intent to renew this Contract before the expiration of the Initial Term or any Renewal Term (s). If written notice is not received at least sixty (60) days before the expiration of the Initial Term or any of the Renewal Terms, this Contract shall expire at the end of the then current term.

(2) Contract Price/Annual Fees. The annual fee shall be One Hundred Ninety Seven Thousand three hundred forty dollars (\$197,340.00) per Contract Year including the Annual Performance/Payment Bond with a Ten (10) year minimum, however, in Contract Year 4 and each Contract Year thereafter, the

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annual fee may be adjusted to reflect the actual current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually.

D. Payment Terms. The annual fee for Contract **Year 1**, shall be due and payable **on or within 45 days of the Commencement Date. Each subsequent annual fee, shall be due and payable on the first day of each Contract Year.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the annual fee the balance for work completed shall be due and payable as set forth in the Amendment and Supplement portion of this contract below.

E. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Pump site during the term of the Contract; (2) disposal of any hazardous waste materials; (3) repair of structural damage due to any other work performed by others at the site, on the Pump, or on associated equipment attached to the Pump ; (4) negligent acts of Owner's employees, agents or contractors; (5) repairs necessary due to the unwarranted delay by a knowing Owner in notifying Company of the malfunction or breakdown of equipment; (6) any cost associated with the containment or management of the test pump water that will be produced during the performance of the Pump; (7) repair or replacement of discharge piping, valves or other components not covered by this agreement unless caused, or required in maintaining/replacing covered items; (8) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Pump and or Motor site which results from unauthorized entry of any kind to the site; and (9) integrity of the Pump or Well site, including but not limited to formation shifts, subsidence, water supply, and earthquakes.

F. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms set forth elsewhere herein. This Contract is subject to termination by the Owner once written notice of intent to terminate is received by the Company ninety (90) days prior. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by an authorized official of the Owner's management and/or Commissioners.

G. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

H.1 Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL

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INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT OF GROSS NEGLIGENCE FOR WHICH THE COMMISSION OR ITS EMPLOYEES ARE HELD TO BE SOLELY AND LEGALLY RESPONSIBLE IN ACCORDANCE WITH NJ TITLE 59.

2. Limitation of Liability. IN NO EVENT SHALL THE OWNER OR THE COMPANY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND/OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, TO THE COMMISSION HOWSOEVER CAUSED OR ARISING UNDER THIS CONTRACT.

- I. Pursuant to the Public-Private Water Services Contract Act, NJSA 58:26-23, pursuant to P.L.1995, c.101 (C.58:26-19 et al.) this contract addresses the following items and does so say:
- (1) The charges, rates, fees or formulas to be used to determine the charges, rates, or fees to be charged by the public entity for the water supply services remain completely with the Commission pursuant to law and the contractor shall have no role in that determination; and
 - (2) The allocation of the risks of financing and constructing planned capital additions or upgrades to existing water supply facilities that are the subject of the contract shall be carried by the contractor insofar as the services performed may exceed the annual fee until captured by the subsequent years fees; and
 - (3) The allocation of the risks of operating and maintaining the subject water supply wells, pumps and equipment at an agreed upon performance level shall rest with the company to maintain that performance level; and
 - (4) The allocation of the risks associated with circumstances or occurrences beyond the control of the parties to the contract shall remain with the owner insofar as they are incumbent with ownership except as set forth herein; and
 - (5) The defaulting and termination of the contract is as set forth elsewhere herein; and
 - (6) The employment of current employees of the public entity will be unaffected as the Commission had heretofore contracted out the work and facilities rehabilitation that is included with this contract; and
 - (7) The Commission's authority and the extent, or the procedures for the use, of that authority to initiate, negotiate and finalize the terms for a bulk sale of surplus water are unaffected in anyway by this agreement; and

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(8) This agreement requires that the company provide as a condition of contract and prior to each payment proof of the performance bond in force by the private firm to continue the obligations of this contract through the term it is in place and thereafter a two year maintenance bond to secure the obligations under this agreement by the company.

J. Miscellaneous Items.

a. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract.

b. Acknowledged by the parties are the Attached amendment and supplement with attachments as part of the Agreement.

c. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

a. The documents forming this complete agreement shall include:

1. This document of six (6) pages;
2. The Amendment & Supplement to it, with
 - (i) Attachment A thereto;
 - (ii) Attachment B thereto;
 - (iii) Attachment C thereto;
3. The RFP and its terms and conditions as advertised and attached;
4. The USCI proposal in so far as in compliance with all other documents.

In Witness whereof the parties have set their authorized signatures hereto respectively on the dates noted below. The parties hereto by their authorized representatives agree to all the above.

For MPWC

For Contractor: USCI, Inc.

Michael Saraceni
C.O.O. of MPWC

Name (Print) _____

Title: _____

Date: _____

Date: _____

Amendment and Supplement to Agreement with the Merchantville-Pennsauken Water Commission

This document amends and supplements the agreement with USCI for a Well and Pump/Motor Rehabilitation and Maintenance contract with the Merchantville-Pennsauken Water Commission (MPWC) pursuant to New Jersey Water Supply Public-Private Contracting Act, N.J.S.A.58:26-19 et seq. Any language in any document, on any website, subscription plan, or anywhere else notwithstanding, the Parties specifically agrees to the following provisions as superior conditions of contract:

- 1) The parties agree this contract is written and is to be interpreted under New Jersey law without regard to conflicts of laws; that there shall be no presumption against the author as to interpretation of this amendment and they agree to exclusive jurisdiction and venue in the Superior Court of the State of New Jersey, Camden vicinage regarding any disputes; and
- 2) The contract shall commence only upon or after required State Agency approvals. MPWC may upon no less than 90 days written notice terminate this contract, in whole or in part, any other terms herein notwithstanding.
- 3) Agree that the contract may be executed at a separate time and place by each party; and
- 4) Parties agree to adopt and incorporate herein by reference the Mandatory State Required language attached hereto at:
 - a) Attachment A- Non-Discrimination provision;
 - b) Attachment B- Americans with Disabilities Act; and
 - c) Absence of investment in Iran- Attachment C- Certification.
- 5) N.J.A.C. § 17:44-2.2 State Mandated authority to audit contract records. Pursuant to the N.J. Administrative Code, this and all other public entities are required to provide that:
 - a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
 - b) As of November 15, 2010, all covered entities shall insert the following language in any new contracts: "(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request." and by this reference the parties do so agree.
- 6) All Requirements and conditions included in any RFQ/RFP or bid package issued on behalf of the MPWC are incorporated herein as if set forth at length.
- 7.) Anything to the contrary notwithstanding, the contractor shall have 60 days to correct any failure to perform the maintenance and performance items outlined in the RFP. If the failure to perform is not corrected the Owner may terminate for cause or for failure to perform sufficiently under this agreement and shall under no circumstances require the Owner to pay any further payments until such deficiency is corrected and all required contract work is satisfactorily completed as scheduled.
- 8.) Anything to the contrary notwithstanding, termination by the Owner for cause or for failure to perform sufficiently under this agreement by the Vendor shall under no circumstances require the Owner to pay or be due to pay anything more than the Vendor's actual documented expenses prior to receipt of notice. Those costs incurred shall be paid to vendor according to the agreed annual payment schedule until pre-termination expenses are reimbursed.
- 9) Anything to the contrary notwithstanding, the cost of a annual Performance and Payment Bond shall be included in the Annual price as referenced in the MPWC RFP and, contrary to the separate reference to Bond costs at Page 11 of the Vendor's Proposal, that cost is included in the agreed annual payment.

The parties hereto by their authorized representatives agree to all the above.

For MPWC

For Vendor: USCI, Inc.

Michael Saraceni
C.O.O. of MPWC

Name (Print) _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31
et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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. 17:2**

ATTACHMENT B
AMERICANS WITH DISABILITIES ACT
Mandatory Language
Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 this agreement or otherwise at law.

Attachment C

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**PART 1: CERTIFICATION VENDORS/CONTRACTORS/FIRMS MUST
COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE
OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Contractors/Firms **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the required contract paperwork will render a contract proposal non-responsive and the contract will be rejected.** If the Director finds a person or entity to be in violation of law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the vendor/contractor/firm listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the vendor/contractor/firm and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.**

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

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

VENDOR/CONTRACTOR/FIRM: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Camden County College is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the College to notify the College in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Camden County College and that the College at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____