

**REQUEST FOR PROPOSALS FOR
REAL ESTATE BROKER SERVICES**

Township of Franklin School District Board of Education

Contract Term – Ninety (90) Days in Duration

SUBMISSION DEADLINE

10:00 A.M.

September 12, 2023

ADDRESS ALL PROPOSALS TO:

**Trish Birmingham
School Business Administrator/Board Secretary
Township of Franklin School District Board of Education
3228 Coles Mill Road
Franklinville, NJ 08322-3029**

GENERAL INFORMATION & SUMMARY

REAL ESTATE BROKER SERVICES Township of Franklin School District Board of Education

The Township of Franklin School District Board of Education (the “Board”) seeks the services of an experienced and qualified, licensed real estate broker (“Proposer” or “Respondent”) to assist with selling a parcel of real estate owned by the Board (“the services”), specifically 5627 Lake Rd., Newfield, NJ 08344, Block 5602, Lot 37, on the Franklin Township Tax Map, consisting of approximately 2.24 Acres, being the former site of the Lake Road School (“Lake Road Property”).

1. **Submission Requirements/Deadline**

Proposals shall be addressed to:

Trish Birmingham
School Business Administrator/Board Secretary
Township of Franklin School District Board of Education
3228 Coles Mill Road
Franklinville, NJ 08322-3029

Deadline for receipt of proposals is 10:00 A.M., September 12, 2023.

Proposals shall be received by the Business Administrator/Board Secretary or her designee, prior to the aforementioned deadline. Proposals will not be accepted after said time. Proposals must be submitted on the prescribed forms. All blank spaces for proposal prices and/or information must be filled in by typewriter or in ink in a legible manner. No oral or telegraphic proposals or modifications will be considered.

Proposals should be hand delivered or mailed; however, in the case of mailed proposals, the Board assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Facsimile or e-mail submissions will not be accepted.

No proposal may be withdrawn for a period of sixty (60) days from the date set for the receipt thereof without the express written consent of the Board.

The initial duration of the contract shall be ninety (90) days which may be extended by an additional ninety (90) days based on the consent of both the Board and Proposer.

2. **Purpose of Request for Proposal and Required Submission Materials**

This Request for Proposal (“RFP”) seeks replies from experienced and qualified, licensed real estate brokers to assist with selling the Lake Road Property. Respondents to this RFP should, at a minimum, provide the following:

- a. The name of the Proposer, the principal place of business and, if different, the office from which the services will primarily be provided;
- b. The age of the Proposer’s company and the average number of employees over the past

three (3) years;

c. Qualifications and examples of comparable experience to include, but not be limited to the following:

- A listing of all other engagements where services of the type being proposed are currently being provided or have been provided in the past ten (10) years. Similar experience with other school districts should also be listed as well as other levels of government. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the contacts listed;

d. Five (5) references with contact name, address, telephone, and fax numbers;

e. A proposed action plan to sell the Lake Road Property;

f. Proof of any necessary professional real estate broker/agent licenses for all professionals proposed to be assigned to the engagement;

g. Background and biographical, including a resume/CV of the individuals who Respondent proposes to work with the Board;

h. A proposed budget/fee schedule, including all commissions, fees, and related expenses;

i. A completed Non-Collusion Affidavit;

j. A completed Owner Disclosure Statement;

k. A completed Chapter 271 Political Contribution Disclosure Form;

l. A completed Disclosure of Investment Activities in Iran and Russia/Belarus certification;

m. A completed W-9 form (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>);

n. A copy of the Respondent's New Jersey Business Registration Certificate; and

o. Each proposal must be signed in ink by the person authorized on behalf of the Respondent to do so.

3. Scope of Services

a. The proposed action plan should describe the strategies Respondent intends to utilize to sell the Lake Road Property.

b. The services to be provided by the Respondent shall include, but not be limited to:

i. Assisting and advising the Board in finding a purchaser;

ii. Advertising the Lake Road Property for sale through appropriate channels;

- iii. Showing the Lake Road Property to interested entities/individuals;
 - iv. Assisting in negotiations concerning the terms of the sale;
 - v. Assisting the Board in determining the appropriate sale price, term and conditions;
 - vi. Performing other functions as determined through discussion with the Board or designated individual(s) following award of contract.
 - vii. All vendors are required to comply with the requirements of Public Law 1975, Chapter 127, "Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.
4. Selection/Interview Process
The Board will review all proposals and may invite the selected Respondent to participate in an interview process to present and discuss its proposal, and respond to questions. The primary contact listed in the RFP response will be contacted in regard to the status of their proposal, including the interview.
- The Board will select the proposal that it deems will best serve the interest of the Board. The Board will review all proposals against relevant criteria, commission/fee structure being just one factor that will be considered. The Board shall not be obligated to explain the results of the evaluation process to any Proposer.
5. The Board reserves the right to:
- a. Not select any of the proposals;
 - b. Award a contract for the requested services at any time within sixty (60) days of the selection of the most advantageous proposal. Every proposal shall remain valid through this time period.
6. Award of the Contract
The successful Respondent will be notified, in writing, of the Board's selection. The terms of the proposal as submitted by the Respondent may be modified as the Board reserves the right to negotiate the terms of the proposal with its respective Proposer. The successful Respondent will enter into a form of contract to be prepared by the Board. The initial duration of the contract shall be ninety (90) days which may be extended by an additional ninety (90) days based on the consent of both parties.
7. Proposal Limitations
This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Board by issuance of this RFP. The Board reserves the right at the Board's sole discretion to refuse any proposal submitted.
8. General Terms and Conditions
- a. The successful Respondent shall indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs

(including reasonable attorneys' and experts' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the successful Respondent and/or its agents, employees, subcontractors, representatives and/or servants, in connection with the contract for the services. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board does not waive, nor shall it be deemed to have waived, by reason of this indemnification and hold harmless agreement, any defense which it may have with respect to such Claims. The successful Respondent's liability under this agreement shall continue after the termination of this indemnification and hold harmless agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- b. The successful Proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. The Proposer shall also maintain a General Liability insurance of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; an Automobile Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; and an Errors and Omissions insurance of \$1,000,000 per claim and \$2,000,000 aggregate. The Board shall be named as an additional insured on such policies.
- d. The Board is exempt under the provisions of the New Jersey Sales and Use Tax Act and is not required to pay sales tax. Proposers will be expected to comply with the provisions of the Act and rules and regulations promulgated pursuant thereto to qualify them for exemptions with reference to any services supplied to, or furnished in connection with, the work performed for the Board. In submitting its proposal, the Proposer certifies that its total base proposal does not include any New Jersey State Sales or Use Tax.
- e. No oral interpretation will be made to any Proposer as to the meaning of any part of the RFP. Should any questions arise as to the true meaning of any provision, Proposers will immediately make a request in writing to the School Business Administrator/Board Secretary for clarification. The Board will provide written answers via fax to all firms that have properly submitted questions. The Board will make a good faith effort to properly and effectively answer all questions, however, the Board reserves the right not to answer certain questions. In addition, firms submitting proposals must recognize that the Board will make a good faith effort to answer any and all questions, but the Board accepts no liability for any mistakes or errors in responses to this RFP or assumptions that are made in reliance on the answers to submit its questions. No inquiry received after 12:00 P.M. on September 5, 2023, will be given consideration. Failure of a Proposer to receive such interpretation shall not relieve said Proposer of any obligation under its proposal as submitted.
- f. Proposers shall thoroughly examine and be familiar with the RFP. The failure or

omission of any Proposer to receive or examine any form or document, including all addenda thereto, if any, shall in no way relieve any Proposer from obligation with respect to its proposal. By submitting its proposal, the Proposer agrees and warrants that it has examined the RFP and that same is adequate and the required services can be delivered in accordance with RFP.

- g. No consideration will be given for any misunderstanding as to the services required, it being mutually understood that the tender of the proposal carries with it an agreement to this and other obligations set forth in the RFP.
- h. Each proposal must give the full business address of the Respondent and be signed by an authorized representative.
- i. The form of contract shall be comprised of this RFP, any Addendums, and a written agreement between the Board and the successful Proposer. All terms and conditions set forth herein shall be incorporated into and become part of the contract between the Board and the successful Proposer. Any conflict amongst the provisions of any document comprising the contract shall be resolved in the manner most favorable to the Board, and which imposes the great obligation on the successful Proposer.

PROPOSAL CHECKLIST

This checklist must be completed and submitted along with the following forms and information with each proposal.

- ☐ Proposed action plan to sell the building known as the Lake Road Property
- ☐ A proposed budget/fee schedule, including all commissions, fees, and related expenses.
- ☐ A listing of all other engagements where services of the type being proposed are currently being provided or have been provided in the past ten years
- ☐ Résumés/CVs for all persons identified to provide services to the Board (including names, titles, education, qualifications, experience, and training)
- ☐ Proof of required insurance
- ☐ Proof of required professional licenses
- ☐ Experience Questionnaire
- ☐ Qualifications Questionnaire
- ☐ Non-Collusion Affidavit
- ☐ Affirmative Action Questionnaire
- ☐ Ownership Disclosure Statement
- ☐ Disclosure of Investment Activities in Iran and/or Russia/Belarus certification
- ☐ Chapter 271 Political Contribution Disclosure Form
- ☐ W-9 (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Business Registration Certificate

This checklist is intended to serve as an organizational tool only for Proposers and shall not in any way relieve a Proposer of complying with any other obligations and/or submission requirements set forth in the RFP.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) SS

County of)

I, _____ of the city of _____
_____ 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 _____ of the firm of _____,
_____, the Proposer,
making the Proposal for the above named project/services, and that I executed the said Proposal
with full authority to do so; that said Proposer has not, directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above identified services; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Board of Education relies upon the truth of the statements contained in said
Proposal and in the statements contained in the affidavit in awarding the contract for the said
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, or
contingent fee, except bona fide employee or bona fide established commercial or selling
agencies maintained by _____ (N.J.S.A. 52:34:15)

Signed: _____

(Also print or type name of affiant under
signature)

Sworn to and subscribed before me

this ____ day of _____ 2023

Notary Public

EXPERIENCE QUESTIONNAIRE

SUBMITTED TO: _____

SUBMITTED BY: _____

☐ Corporation

☐ Partnership

☐ LLC

☐ An Individual

THE SIGNATORY OF THIS QUESTIONNAIRE GUARANTEES THE TRUTH &
ACCURACY OF ALL STATEMENTS AND OF ALL ANSWERS TO
INTERROGATORIES HEREINAFTER MADE.

1. How many years has your organization been in business under your present business name?

3. Has either your firm or any individuals proposed to be assigned to work with the Board been disbarred, suspended, or otherwise prohibited from engaging in professional real estate services by any federal, state, or local agency?

☐ YES ☐ NO. If YES, state where and why.

4. Please list five (5) references:

NAME & PHONE NUMBER
OF OWNER

SCOPE OF
SERVICES

DATE
COMPLETED

BY: _____

PRINTED NAME AND TITLE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

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

Part II

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

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Address

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Frankling School District Board of Education*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Frankling School District Board of Education*** to notify the

Township of Frankling School District Board of Education 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Frankling School District Board of Education*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

QUALIFICATIONS - ALL CONTRACTS

The following information shall be completely filled out by the respective Proposers and presented with each Proposal.

The undersigned herewith states that the organization is financially capable of performing the services, and herewith refers the Owner to the following parties for information concerning the business and financial standing of the Undersigned, and agrees to the Owners and their officials conferring with the parties named hereafter.

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

The Undersigned herewith declares the Proposer has engaged in work similar to the work specified in the RFP for _____ years.

The Undersigned herewith states Proposer maintains the following permanent establishment for the transaction of business.

The Undersigned herewith submits the attached list of services completed by the Undersigned are similar in character to that upon which he is proposing under this Contract as required by the RFP, as evidence of ability and experience.

Date

Authorized Representative for Respondent

Signature

**REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

1. A photocopy of your federal letter of affirmative action plan approval.

or

2. A photocopy of your certificate of employee information report.

or

3. A completed affirmative action employee information report.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature of Authorized Representative for Respondent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



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

CONTRACT AMENDMENTS AND EXTENSIONS



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

IF UNABLE TO CERTIFY



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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any

attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title		
Signature			Date	