

# NEW JERSEY SPORTS & EXPOSITION AUTHORITY EAST RUTHERFORD COMPLEX CLEANING RFP SC-475

February 23, 2021 by 3:00 P.M.

#### **NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

#### **EAST RUTHERFORD COMPLEX**

## **CLEANING RFP**

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#### SECTION I

#### PRE-BID SITE CONFERENCE/INSPECTION – MANDATORY

A. All contractors must attend a pre-bid site/conference inspection to acquaint themselves with the scope of the work and all conditions that might have an effect on the performance of the service required.

Attendance at these mandatory site/conference inspections is an absolute requirement and condition of this bid. Not meeting this condition or failure to sign the attendance form will result in rejection of this bid.

A mandatory Pre-Proposal meeting will be scheduled by appointment only on February 10, 2021 at 10:00 a.m. for a perspective bidder's walk at the NJSEA Meadowlands Arena Employee Entrance (North Entrance between Gates B & C across from Lot 27) in East Rutherford, NJ and a required Zoom conference call is scheduled for February 12, 2021 at 10:00 a.m. to answer any questions. Masks and social distancing will be required with a maximum of two (2) people per company. Proposals will not be accepted from bidders who fail to attend this mandatory pre-proposal walk.

All persons attending must sign a site/conference attendance form before proceeding. No Contractor will be granted a different tour date or be permitted to inspect the facilities except at the date and time specified.

Bidders are required to wear masks and follow all PPE guidelines. There will be a maximum of two (2) people for each company bidding this project at the Mandatory Pre-Bid Site Conference. The NJSEA will try to conduct as much of the pre bid conference outdoors when possible.

Any questions arising from potential RFP respondents subsequent to the Pre-Proposal Conference must be submitted in writing. The NJSEA will provide written responses to all questions and all attendees will be provided the questions and answers via email. Post conference questions can be submitted by email with the phrase "East Rutherford Complex Cleaning RFP" as the subject to NJSEABids@njsea.com. Deadline for the questions is Tuesday, February 16, 2021 at 2:00 p.m.

#### SECTION II

#### **SPORTS COMPLEX OVERVIEW**

#### Arena

The arena currently operates as a rehearsal facility and office space. (See attached Appendix A)

The 20,000 seat arena which opened on July 2, 1981, includes 29 private luxury suites, office space, locker rooms, and other equipment furnishings normally associated with a major indoor arena. Its design also includes provisions for approximately 40,000 square feet of potential exhibit space which, if used in conjunction with the Arena floor space, provides the facility with the capability of supporting industrial and leisure oriented exhibits and shows.

#### Old Grandstand

5,000 sq. ft. facility where portion of lower ground level and grandstand all utilized. IT Office area and bathrooms, Security Office area, main floor carpets and flooring, main floor bathrooms, State Police office area, State Police gym area, Trades office area and 2 breakrooms, clubhouse lobby, 2 elevators, both loading docks and old racetrack tunnel/compactor room.

Remove all garbage, replace bags and supply new toiletries (See attached Appendix B)

#### • Engineering Building & Backstretch – (Maintenance Shop)

Vehicle Shop- Carpenter Shop, Track Offices, Operations Offices, MV Store room, Breakroom, Welder Shop, Restrooms

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

Fire House – Mop, Wipe down all surfaces, Clean Breakroom, kitchen, 2 bathrooms, 1 office, main sitting area and mini gym.

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

#### Train Station

Ground floor offices and train platform, outdoor train station Remove all garbage, replace bags and supply new toiletries (See attached Appendix D)

Walkover Bridge – Check periodically for trash and debris

#### Marketplace

Parking lot Operates as a Marketplace on Saturdays (can be changed). (See attached Appendix E)

#### **SECTION III**

#### TERMS AND CONDITIONS OF BID SUBMISSION

#### 1.0 GENERAL

- A. The bid is prepared for the purpose of establishing an agreement and contract between the Authority and a competent janitorial firm to furnish all labor, materials, equipment and services including lavatory maintenance and window cleaning necessary to complete cleaning services as directed by the Authority.
- B. The performance and the limits of the work shall at all times and in all respects be subject to the direction and approval of the management of the Authority and its designees. Separate quality assurance teams for each facility will inspect, on a daily basis, the cleanliness of the buildings and site.
- C. Contractor will assume the responsibility of fully acquainting himself with all "Terms and Conditions" and specifications contained herein.
- D. It is not the intent of this bid to guarantee the successful Contractor the exclusive right on an annual basis for all of the cleaning needs of the Authority. The Authority retains the right to advertise for bid, or to complete work with its own equipment and forces, any cleaning job, which, in the Authority's opinion, would be in its best interest to do so.
- E. Bid documents may be obtained from NJSEA website. www.njsea.com

#### 1.1 TERM OF CONTRACT

A. The term of the contract to be awarded, as a result of this bid, will be for a four (4) year period commencing from the date of award and two (2) - one year options for renewal at the sole discretion of the Authority.

#### 1.2 REJECTION OF BIDS

A. The Authority reserves the right to reject any of all bids or to award in whole or in part if deemed to be in the best interest of the Authority to do so.

#### 2.1 BID CONTENTS

To ensure complete and organized responses to this Bid two copies of the sealed bids should be submitted in the envelope provided and according to the format specified below:

#### Transmittal Letter

The transmittal letter shall be a formal letter from the Vendor and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the organization to perform the work specified in the Bid, and identify all materials and enclosures being forwarded in response to the Bid. The letter shall also include the name of the person who shall serve as the Vendor's representative for all matters relating to the Bid response as well as the person who will be the day-to-day project manager. A statement shall be included that the Bid submitted is valid for at least 180 days from the Bid due date.

#### **Table of Contents**

The vendor shall provide a Table of Contents consistent with the outline presented in this section.

#### **Bid Documents**

- Financial Proposal. (Section IV)
- Moral Integrity Affidavit (Section V)
- Corporate Resolution (Section V)
- Experience Affidavit (Section V)
- Disclosure Form
- Non-Collusion Affidavit (Section V)
- Notice of Setoff for State Taxes (Section V)
- Affidavit of Authorization (Section V)
- New Jersey Business Registration Certificate. (Section V)

To Be Provided Upon Award (prior to signing contract)

 Public Law 2005, Chapter 51 and Executive Order 117, Public Law 2005, Chapter 271, (Section V)

- Ownership Disclosure Form (Section V)
- Disclosure of Investments in Iran (Section V)
- MacBride Principles Form (Section V)
- Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302.
- Insurance Certificates
- Acknowledgement of Notice of Penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58.

#### A. QUALIFICATION OF CONTRACTORS AND POLICIES

Bidders shall be of known good reputation in the field of janitorial services and must submit with their bid evidence of their qualifications to satisfy the following conditions:

- 1. Contractor must certify that it possesses a minimum of five (5) years handling daily clean up and maintenance of large public facilities. Submit a list of five (5) contracts, with contact persons and phone number, performed for equal sized and/or similar type public facilities over the past five (5) year period.
- 2. Contractor must also submit a list of all contracts that were lost or terminated within the last three (3) year period and the reason for such loss or termination. To be submitted with bid documents.
- 3. The Authority reserves the right to interview and accept or reject <u>all</u> Contractor personnel prior to their commencing work at any time during the duration of the contract when it is in the Authority's best interest to do so. In all cases, the Authority's decision will be binding on the Contractor.
- 4. Contractor must submit evidence that they control a large labor pool, so that they can provide the increased labor requirements required for special events.
- 5. Contractor must identify and explain their company's Affirmative Action Plan and Worker Safety Plan and Fringe Benefit Plans.
- 6. Contractor must provide audited and certified financial statements for their company's last three years of operation.

#### B. MANAGEMENT PLAN

- 1. Provide a description of your management plan, including attention to the areas of:
  - Financial management, budgeting and reporting.
     Personnel and payroll policies, including fringe benefits.
  - Administration and scheduling.
- 2. Include a proposed organization chart with proposed staffing for the operation. Each facility appendix contains matrixes representative of how the cleaning operation are staffed. Your bid should be based on the hours presented in these matrixes.
- 3. Include resumes of key personnel who will be assigned to the on-site team.

#### C. OPERATIONS PLAN

It is expected that the successful Contractor will provide a high quality, professional approach and exceed industry standards for custodial services. Briefly describe your policies and outline how you will provide those services.

#### D. FINANCIAL PROPOSAL

- 1. The Authority expects a cost proposal by cleaner classification based on an hourly billing rate multiplied by the number of hours contained in each of the matrixes presented in the appendixes. Cost proposal to be broken down by location as specified in Cost Proposal. (See Section IV).
- 2. A separate fee structure should be proposed for the first Year of the contract. Contract years 2 to 4 and optional years 5 and 6 will be calculated by a yearly % escalator.
- As a result of effective staff planning, the Authority incurs very little overtime. If considered necessary, the cost estimate should reflect premium time. All overtime needs to be approved in advance of being incurred.
- 4. Bidders are advised that their cost proposal must be clearly based on all the specifications contained in this bid.

#### 2.2 BID EVALUATION

#### A. SELECTION

 A selection committee will be established to review the proposals submitted in response to this RFP. Proposals will be ranked based on factors stated in the following section. While not anticipated at this time, the NJSEA reserves the right to request an interview with Respondents if deemed necessary.

#### B. EVALUATION CRITERIA

Proposal will be evaluated based on the following:

- 1. Experience and qualifications of the firm and staff: (50 Points)
  - Experience and qualification of Contractor to satisfy requirements of the specifications, including demonstrated ability to handle daily clean up and janitorial maintenance on an ongoing basis for <u>comparable public facilities</u>. (20 Points)
  - II. The past performance of bidder in handling similar size facilities. (15 Points)
  - Iii. The bidder's responsiveness to all specification requirements.The bid must contain sufficient detail for the evaluators to analyze the bid and make a sound judgement about it.(15 Points)
  - 2. Cost Proposal (50 Points)
    - i. Proposed cost proposal (50 Points)
- B. In addition to the information submitted for evaluation, the Authority may request any other information it sees fit to obtain regarding the ability of the bidder to render the services the Authority has a right to expect from a Contractor experienced in this line of work.

#### 3.0 PUBLIC OPENING OF BIDS

A. Sealed bids are due by February 23, 2021 by 3:00 p.m. There will not be a public bid opening.

Sealed bids can be mailed or delivered to: (between the hours of 9 am – 3 pm)
NJSEA
1 DeKorte Park Plaza
PO Box 640
Lyndhurst, NJ 07071
Attn: John Duffy

- B. During the evaluation process, no opinions concerning ultimate award will be given.
- C. All submitted bids become property of the Authority and are not returnable.

#### 4.0 INDEMNIFICATION

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify and save harmless the Authority from and against, any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewith, made, brought or obtained on account of the loss of life, property, or injury or damage to persons or property that, shall be due to, arise out of, result from, or be in any way connected with, said work or the performance or lack of performance thereof, or any act or omission of the Contractor or any Subcontractor, in connection therewith.

#### 4.1 INSURANCE

The following are the minimum insurance requirements to be provided by the successful Contractor to be in place no later than 30 days prior to the date of the inception of the contract, and for its entire duration thereafter.

- A. Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with \$2,000,000 general aggregate. Such coverage to apply to the premises and all operations and to include "personal" injury insurance, products and completed operations liability, contractual liability, liability for damage to property of others while in the car, custody or control of the Company. All such coverage to include the Authority as an additional insured on a primary and non-contributory basis and include a waiver of subrogation in favor of the Authority.
- B. Automobile liability insurance for the operation of owned, non-owned or hired cars with a limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage liability combined.

- C. Workers Compensation insurance as required by New Jersey law along with Employers Liability limits of \$1,000,000 each accident, \$1,000,000 by disease-each employee, \$1,000,000 by disease policy limit. Such coverage shall include a waiver of subrogation in favor of the Authority.
- D. Umbrella / Excess Liability coverage with limits of at least \$10,000,000 per occurrence and in the aggregate that attaches over the liability limits stated in A, B and C above on a follow form basis.
- E. Fidelity Bond / Crime Insurance with limits of at least \$500,000 per claim inclusive of client property theft covering loss of Authority money or other property due to dishonest acts.
- F. The successful bidder will furnish the Authority with a certificate of insurance for each policy, prior to the execution of the contract, as evidence that the required coverages are in full effect. The certificate will be reissued at the renewal of each policy. The certificate should state that the insurer will provide the Authority with 30 days prior notice of cancellation.
- G. The successful bidder will not terminate any such insurance policy without 30 days prior notice to the Authority.
- H. The Contractor shall indemnify and hold harmless the Authority for any loss or expense arising out of failure of the Contractor to obtain or provide all insurance coverages required by this section. Any deductible under any of these coverages is the responsibility of the Contractor.

#### 5.0 STOCKHOLDER DISCLOSURE

All corporations and partnerships submitting a bid are required to enclose a list of the names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those owning a 10% or greater interest therein. (See Appendix V).

#### 6.0 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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 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 to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of jobrelated 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, 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 subcontractor shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the Division 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1et seq.

#### 7.0 NEW JERSEY EQUAL PAY ACT

STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT:

3.8 DIANE B. ALLEN EQUAL PAY ACT Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and

report templates see <a href="https://nj.gov/labor/equalpay/equalpay.html">https://nj.gov/labor/equalpay/equalpay.html</a>

#### 8.0 <u>NEW JERSEY PROMPT PAYMENT ACT</u>

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires State agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

#### 9.0 <u>Chapter 51, E0117</u>

REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008 Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

DEFINITIONS - For the purpose of this section, the following shall be defined as follows:

- 1.) Reportable Contributions contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- Business Entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity", that individual's spouse or civil union partner and any child residing with that person. <sup>1</sup>
- 1 Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
- 3.) Officer a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

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4.) Partner – one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability company, limited partnership association, or other such form of business organization.

C. BREACH OF TERMS OF THE LEGISLATION - It shall be a breach of

the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### CERTIFICATION AND DISCLOSURE REQUIREMENTS -

- 1.) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.
- 2.) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the **Purchase** Bureau website http://www.state.nj.us/treasury/purchase/forms.shtml#eo134, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- 3.) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at

the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at shall be provided to the intended awardee with the Notice of Intent to Award.

E. STATE TREASURER REVIEW – The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271 – Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if the filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

#### 10.0 BUSINESS REGISTRATION

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

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

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

During the course of contract performance:

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

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

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

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

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

#### **Emergency Purchases or Contracts**

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

#### 11.0 SET OFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, if the Proposer is entitled to payment under the Services Contract at the same time as it is indebted for any State Tax (or is otherwise indebted to the State), the Authority may set off that payment in the amount owed. In this regard, the Proposer shall certify acknowledgement of this by completing the form set out in Section V.

#### 12.0 NJSTART

It is recommended that all vendors and contractors register with NJ Start. To register as a vendor and conduct business with the State of New Jersey, navigate to www.njstart.gov.

#### 13.0 CONTRACT TERMINATION

It is expressly agreed by the contract vendor that the Authority may terminate this Contract at any time when in its judgement and sole discretion it deems the performance by the Contractor vendor unsatisfactory or in any way does not meet with the approval of the Authority. The Authority shall terminate the Contract under this provision, or under a superseding provision by giving contract vendor notice of said termination in writing at least thirty days prior to the effective date of termination.

#### 14.0 <u>NEW JERSEY PREVAILING WAGE ACT</u>

The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into by the Authority, except those contracts which are not within the contemplation of the Act. The Proposer's submission of its Proposal is its guarantee that neither it nor any subcontractors might employ to perform the work

covered by this bid are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the Act.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New Jersey Prevailing Wage Act" Chapter 150 of the Laws of 1963 governing the prevailing rates of wage for workers who are employed in this project. All provisions of said Wage Act and amendments thereto, shall be considered part of the Contract and made part thereof.

The Proposer, by submitting the Proposal, declares to the Authority that it is aware of the provisions of said Wage Act with relation to prevailing rates of wages for workers to be employed on this project.

#### 15.0 LABOR STRIKE, JOB ACTION, PICKETING

In the event that any labor strike, job action or picketing against the Contractor at the site or elsewhere shall interfere with the proper conduct of the Contractor's operations, then at the Authority's option it shall immediately suspend the Contractor's rights to operate under this Contract. Contractor agrees that during the period of suspension, it shall use its best efforts to settle such strike, job action or picketing. If such strike, job action or picketing shall continue for a period of ten (10) calendar days, then such action shall constitute a default and, at the Authority's option, it shall have the right to immediately terminate this Contract.

#### 16.0 PRESERVATION OF RECORDS

For the purpose of verifying and auditing the fee charged, Contractor agrees to prepare and preserve for a period of not less than three years following the end of each year of this Contract, adequate payroll (i.e. time cards/sheets) records which will show all of the items required in order to verify the fees charged under this Contract. Said records shall be available for review by the Authority or its agents, upon request, at any time during regular business hours.

#### 17.0 <u>LICENSES AND PERMITS</u>

The Contractor agrees that it will secure and pay for all necessary licenses and permits required for the operation of its business and comply with all laws, orders, rules and regulations applicable to its operations.

#### 18.0 INDEPENDENT CONTRACTOR

A. The relationship created by this Contract is that of principal and independent contractor and nothing herein contained shall be construed so as to constitute Contractor and the Authority as joint ventures or to make Contractor the agent of the Authority, or to make the Authority liable for the debts of the Contractor.

B. Contractor shall be and remain an independent Contractor with respect to all services performed under this Contract and agrees and does hereby accept full and exclusive liability for the payment of any and all contributions for social security, workers compensation insurance, unemployment insurance and old age retirement benefits, pension or annuities now or hereafter imposed on it as an employer under any State or Federal law with respect to persons employed by Contractor for work performed under the terms of this Agreement, and agrees to indemnify and save harmless the Authority from any such contributions, taxes or liabilities therefore with respect to persons so employed by Contractor.

#### 19.0 ADVERTISING

Contractor agrees that it will not advertise or promote its business or any other business (other than information necessary to the identification and pricing of items in accordance with the terms hereof) at the premises, or use the name of the Authority or of the premises in any of its promotional materials, literature, etc., or in any way advertise or publicize this Contract or the relationship and transactions created by it without the prior written consent of the Authority.

#### 20.0 WAIVERS

No failure on the part of the Authority to insist upon strict performance of any covenant, agreement, terms or conditions or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or partial payment of any sums during the continuance of such a breach shall constitute a waiver of such breach or of such covenant, agreement, term of condition to be complied with or performed by Contractor, nor shall any breach be waived, altered or modified without the written consent of the Authority.

No waiver of any breach shall affect or alter this Contract but each covenant, term or condition of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

#### 21.0 **SEVERABILITY**

This is a severable Contract and in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be unenforceable to the full extent permitted by law, and in any event that all other parts of this Contract shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

#### 22.0 LABOR

The Contractor shall employ qualified and competent craftsmen in their respective lines of work. All such employees shall be subject to approval by the Authority. Should the management deem any employee incompetent or negligent or for any cause unfit for his duties, the Contractor shall dismiss him, and he shall not again be employed on the Authority engagement. No Contractor will be required to employ for any work any person against whom he has a reasonable objection.

#### 22.1 LABOR RELATIONS

The Authority facilities are maintained and the operations are performed by unionized employees of ISS, the current janitorial company and are represented by Sports Arena Employees Local Union No. 137, a Laborers International Union of N.A., AFL-CIO located at 1012 Haddonfield, New Jersey 08002. Bidders are advised that the successful bidder may be required to bargain with the existing union and set terms and conditions of employment.

#### 23.0 <u>AUTHORITY EQUIPMENT – LOANED TO CONTRACTOR</u>

A. The Contractor acknowledges that all equipment loaned to him by the Authority to the Contractor is the property of the Authority. The Authority reserves the right to restrict the use of said property by the Contractor if, in the opinion of the Authority, the property is not being adequately maintained and protected from fire, vandalism, theft or claims of third party creditors of the Contractor.

#### 24.0 RESPONSIBILITY FOR PROPERTY DAMAGE

- A. The Contractor assumes full responsibility for the equipment employed in execution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment and indemnify the Authority from any claims for damage to the equipment whatsoever.
- B. All property of Contractor or its employees or agents brought, kept, used, or left on the Authority's premises shall be at the sole risk of Contractor, its employees or agents, and Contractor shall be responsible for all loss or damage to its property, including furniture, fixtures, improvements, etc.
- C. The Contractor shall be responsible for any damage to Authority property, caused by Contractors negligence in the performance of work under this contract, including, but not limited to, equipment owned by the Authority that is furnished to the Contractor, and all other building structures.
- D. In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this contract.

#### 25.0 COORDINATION – JOB SITE – CLEAN UP

A. It shall be the responsibility of the Contractor to cooperate fully with the Authority Superintendents and leave the job site in a clean and safe condition at the end of each day's work.

#### 26.0 ACCIDENT REPORTS

- A. The Contractor shall promptly report in writing within 24 hours to the Authority's Security and Legal Department all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- A. In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Authority's Security and Legal Department.
- B. If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the matter in writing within 24 hours to the Authority Legal Department giving full details of the claim.

#### 27.0 SCOPE OF SERVICES AND RESPONSIBILITY – GENERAL

- A. The Contractor selected to perform the work specified herein will be responsible for all cleaning and janitorial services necessary to adequately maintain the facilities throughout the year.
- B. Contractor will provide a qualified manger and supervisors and other key personnel necessary for the administration of key operations, such as payroll, insurance and clerical work, in addition to the janitorial personnel. Contractor will be required to furnish billing information on a weekly basis in an electronic format agreed upon by the parties and a weekly invoice by site to operations manager.
- C. These specifications are for general information purposes. At all times bidder will be under the direction of the Authority management, who may, from time to time, assign other duties.
- D. All cleaning agents including window washing chemicals will be subject to approval by management.

- E. The Contractor will provide adequate and experienced labor, materials, equipment and supplies required for a first rate and workmanlike performance of the work required hereunder.
- F. Contractor will exercise caution in using only approved materials to protect all areas and surfaces to be cleaned.
- G. Contractor will provide a manager, supervisors and foreman to be present during the performance of <u>all</u> work to ensure that the work is performed satisfactorily and in full compliance with all safety precautions, as prescribed by Federal regulations, OSHA, 29CFR, Part 1910 and Part 1926.

Contractor will provide a qualified manager and supervisors and other key personnel necessary for the administration of key operations, payroll insurance and clerical work, in addition to the custodian personnel.

Contractor is responsible for direct supervision of its personnel and must be present at all times when work is being performed.

Contractor agrees that the problem areas so noted shall be corrected immediately.

If after repeated notice the Contractor fails to clean the problem areas, the Authority will at the direct cost to the Contractor have those areas properly cleaned.

- H. Contractor realizes that attendance at various events varies from day to day. Therefore, it is the responsibility of the Contractor to employ the caliber and quantities of people it deems necessary to maintain the facilities in a clean condition, in accordance with the terms of this Contract regardless of the number of people in attendance. Contractor must provide evidence of the availability of these additional personnel, as required, with this bid.
- Contractor will provide and require all employees to wear acceptable uniforms with name tags and numbers that meet with the approval of the Authority's management.
- J. Contractor will provide First Aid with Material Safety Data Sheets.
- K. Contractor will comply with all recycling requirements mandated by Bergen County and State of New Jersey.
- L. Any scaffolds or cleaning equipment and cleaning material used for janitorial services shall be removed from public view at least one hour prior to any opening to the public.
- M. The successful Contractor will be responsible for insuring that their cleaning activity does not interfere with normal event operations.

- N. The Authority reserves the right to adjust the frequency of the cleaning schedule at its sole discretion.
- O. Contractor will work closely with Authority personnel to establish all necessary safeguards or safety devices to protect property, safeguard workers and other personnel from injury while work is being performed.

#### 27.1 WORK REQUIREMENTS

- A. All cleaning personnel shall be subject to approval by the Authority Management.
- B. All safety equipment should be examined by the supervisor at the beginning of each work shift. The person using this equipment should also examine equipment at the beginning of each work shift and at other times during the day to make certain no defects have developed.
- C. Equipment which has developed defects should be withdrawn from service for proper repair or disposal.
- D. Items moved during the washing or cleaning operations should be replaced to original position.
- E. Contractor will avoid interference with activities carried on in the offices.
- F. Contractor will observe all prescribed safety practices during performance of the work.
- G. Where necessary, Contractor will be required to furnish all safety equipment and ladders to accomplish the work satisfactorily.

#### **East Rutherford Complex Cleaning RFP**

#### **SECTION IV**

#### **COST PROPOSAL**

#### 1.0 COST PROPOSAL

Appendixes are presented for the Arena, Old Grandstand, Engineering Building & Backstretch, Train Station and Marketplace, that contain specifications for the cleaning requirements. as well as information pertaining to staffing hours.

Please complete the cost summary as well as the detailed annual direct cost proposal summaries on the following pages.

A direct labor cost bid, equal to the number of hours expected to be incurred extended by the billing rate for each classification of cleaner that is expected to be used, e.g. Part time, full time. The direct labor cost must be placed on the financial cost summary in Section IV.

The cost for cleaning supplies (not provided by the Authority) will be awarded on a not to exceed basis. (Section IV) Cleaning supplies (not provided by the Authority) will be billed on an actual basis every month and must be presented for approval to the appropriate Authority manager. Yearly cost will not exceed the "Not to Exceed" amount in proposal.

# **East Rutherford Complex Cleaning RFP**

# COST PROPOSAL SUMMARY CONTRACT YEAR 1

Cost Category	Cost 1st Year
<u>Direct Labor Cost</u>	
(from detailed cost sheets)	1 <sup>st</sup> Year
<u>Arena</u>	\$
Old Grandstand	\$
Engineering Bldg. &	\$
Backstretch	9
Train Station	\$
Marketplace	\$
TOTAL DIRECT LABOR (not to exceed)	\$
,	
Equipment Cost	\$
(not to exceed)	
<b>Cleaning Supplies</b>	\$
(not to exceed)	
Management Fee	\$

TOTAL COST	\$
(not to exceed)	Year 1

# **East Rutherford Complex Cleaning RFP**

# Contract Years 2 – 4

Cost Category	Cost 2 <sup>nd</sup> Year	Cost 3 <sup>rd</sup> Year	Cost 4th Year
Direct Labor Cost			
	2nd Year % cost increase over prior year	3rd Year % cost increase over prior year	
	%	%	%
TOTAL DIRECT LABOR (not to exceed)	t \$	\$	\$
Equipment Cost	%	%	%
(not to exceed)	\$	\$	\$
Cleaning Supplies	%	%	%
(not to exceed)	\$	\$	\$
Management Fee	%	%	%
(not to exceed)	\$	\$	\$

TOTAL COST	\$	\$	\$
(not to exceed)	Year 2	Year 3	Year 4

# **East Rutherford Complex Cleaning RFP**

# Optional Years 5 – 6

Cost Category Cost 5th Year		Cost 6th Year	
Direct Labor Cost			
<b>Optional Year</b>	5th Year % cost increase over prior year	% cost increase	
	%	%	
TOTAL DIRECT LABO (not to exceed)	R \$	\$	
Equipment Cost	%	%	
(not to exceed)	\$	\$	
Cleaning Supplies	%	%	
(not to exceed)	\$	\$	
Management Fee	%	%	
(not to exceed)	\$	\$	

TOTAL COST	\$	\$	
(not to exceed)	Year 5 Optional	Year 6 Optional	

# **East Rutherford Complex Cleaning RFP**

## **DETAILED COST SHEET FIRST YEAR**

DIRECT LABOR	Hours	<b>Billing Rate</b>	Total Bid Cost
Arena			
Full Time Cleaner			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Old Grandstand			
Full Time Cleaner			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Engineering Bldg. & Backstr	<u>etch</u>		
Maintenance Shop			
Full Time Cleaner			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Train Station			
Full Time Cleaner			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$

Marketplace
Full Time Cleaner

Part Time Cleaner

TOTAL DIRECT LABOR COST

To Cost Proposal Summary

Full Time Cleaner

Summary

To Cost Proposal Summary Note: Cleaners will only get paid when they work. No vacation time will be paid.

All overtime needs to be approved in advance.

## **New Jersey Sports & Exposition Authority**

# **East Rutherford Complex Cleaning RFP**

#### **DETAILED COST SHEET FIRST YEAR**

#### **MANAGEMENT COSTS**

	Hours	<b>Billing Rate</b>	Total Bid Cost	
Administrative Support Bidder is to provide hours considered necessary	s, if		\$	-
One Cleaning Mgr. Bidder is to provide hours considered necessary	s, if		\$	-
One Supervisor  Bidder is to provide hours  considered necessary	s, if		\$	-
TOTAL MANA	GEMENT LAI	BOR	\$	

**To Cost Proposal Summary** 

# New Jersey Sports & Exposition Authority East Rutherford Complex Cleaning RFP

# **Attach List of Equipment supplied by Vendor**

# SECTION V BID DOCUMENTS

- Financial Proposal. (Section IV)
- Moral Integrity Affidavit
- Corporate Resolution
- Experience Affidavit
- Disclosure Form
- Non-Collusion Affidavit
- Notice of Setoff for State Taxes
- Affidavit of Authorization
- New Jersey Business Registration Certificate.

#### To Be Provided Upon Award (prior to signing contract)

- Public Law 2005, Chapter 51 and Executive Order 117, Public Law 2005, Chapter 271, in the form set out in Appendix B.
- Ownership Disclosure Form
- Disclosure of Investments in Iran
- MacBride Principles Form

- Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302.
- Insurance Certificates
- Acknowledgement of Notice of Penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58.

# NEW JERSEY SPORTS & EXPOSITION AUTHORITY

#### MORAL INTEGRITY AFFIDAVIT

State of	
County	fss:
	I,
the (TIT	E)
of (CON hereinaf	PANY)er called the Bidder, being first duly sworn; deposes and says that:
	1. The Bidder has submitted the Bid regarding this Contract with the New Jersey Sports & Exposition Authority on
	2. The Bidder wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission.
	3. As of the date of signing this Affidavit, neither the Bidder, nor any of his owners, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):
	4. Neither the Bidder not any of his owners, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):
	4. Neither the Bidder not any of his owners, officers or directors have ever committed violation of a federal or state or quasi-criminal statute, except as follows (if none, so state)

	5. The State of incorporation of the Bidder is:				
		If the answer to question #5 is a state other the Secretary of the State of New Jersey, a certif business in New Jersey.			
MORAI	L INTEG	RITY AFFIDAVIT (CONTINUED)			
	7. The names and addresses of the principals, shareholders and officers of the Bidder are follows:				
	(Use additional sheet if required)  8. He is personally acquainted with the operations of the Bidder, has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.  9. This Affidavit is made to the New Jersey Meadowlands Commission to accept the Bidthis Contract, knowing that the New Jersey Meadowlands Commission relies upon the truth of statements contained herein.				
			Bidder		
			(Type of print name of affiant under signature)		
before n		worn to day 20			

(Notary Public)	
My commission expires on	

# STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTHORITY

# **CORPORATE RESOLUTION FORM**

BE IT RESOLVED, By the Board of Director	rs of
that the president ( make,	) be and hereby is authorized to
execute and deliver a contract FOR: with th Authority	ne New Jersey Sports & Exposition
and that the Secretary (	)
be and hereby is authorized to attest to the corporate seal thereto.	execution of the same and affix the
	BOARD OF DIRECTORS
SECRETARY	(SEAL)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of

( meeting held	) adopted at a ( on
	at which quorum was present.
	CORPORATE RESOLUTION FORM (Contnued)
IN WITNESS	WHEREOF, I have hereunto set my hand and the seal of
(	)
this	_day of2010.
SECRETARY	
(SEAL)	

## STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTORITY

### **EXPERIENCE AFFIDAVIT**

The Bidder shall state below, or on sheets to be attached, at least (3) projects he has completed which were similar to this Contract, and during which the products specified herein were used. The information required below shall include the title of the contract; the owner's name, address, and telephone number; and the dollar value of work completed. This information will assist the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY in judging the Bidder's experience, skill, and business standing.
The undersigned is (an Individual, a Partnership, a Corporation) under the laws of the State of, and having principal offices at
(Signed)
(Address)

(Date)		20	
	NEW JERSEY SPORTS	S & EXPOSITON A	UTHORITY
	DISCL	OSURE FORM	
PURSUANT TO TH N.J.S	IE PROVISIONS OF CHA 5.A.52:25-24.2, WHICH BI	APTER 33 OF THE I ECAME EFFECTIV	LAWS OF 1977, ALSO KNOW AS E MARCH 8, 1977.
10% or more of the sto		case of a partnership	all corporate stockholders who own o, the names and addresses of all e provided.

### NEW JERSEY SPORTS & EXPOSITION AUTHORITY

#### NON-COLLUSION AFFIDAVIT

State of		
County of	ss:	
I, (NAME)		, of
(MUNICIPALITY)		in the
County of	and the State of	, of full age, being duly sworn to the
law, on my oath depose and say that:		
I am the (TITLE)		of (COMPANY)
	, th	e Bidder making the Bid for this Contract;
I execute the said Bid with full a	authority to do so;	
		any agreement, participated in any collusion itive bidding in connection with the above
	Meadowlands Comm	avit, are true, correct, and made with the full ission relies upon the truth of the statements e Contract for the Project.
secure such Contract upon an employed of	or retained to solicit of age, brokerage or con	been employed or retained to solicit or or secure such Contract upon an agreement or stingent fee, except bona fide employees or ed by
(NAME OF BIDDER)		
(N.J.S.A. 52:34-15)		

Subscribed and sworn to	
before me thisday	
of20	
	_
(Notary Public)	
My commission expires on	

## STATE OF NEW JERSEY NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Please be advised that, pursuant to <u>L.</u> 1995, <u>c.</u> 159, effective January 1, 1996, and codified at <u>N.J.S.A.</u> 59:49-19 and <u>N.J.S.A.</u> 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership of S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

I HAVE BEE	IN ADVISED OF	THIS NOTICE		
Company: _				
. , –				

Signature:	
Print or Type Name of Signer:	
Print or Type Title of Signer:	
Date:	
NEW JERSEY SPORTS &	& EXPOSITION AUTHORITY
<u>AFFIDAVIT OF</u>	FAUTHORIZATION
State of	 ss:
County of	
	, being duly sworn, deposes and says that
he resides at	, that he is the
(TITLE)	who signed the Bid for this Contract,
that he was duly authorized to sign, that the Bid is a	a true offer of the Bidder, that the seal attached is the
seal of the Bidder, and that all declarations and state	ements contained in the Bid are true to the best of his
knowledge and belief.	
	(Type or print name of affiant under signature)
	annant under signature)
Subscribed and sworn to	
before me thisday of20	
(Notary Public)	<u> </u>

My commission expires on \_\_\_\_\_

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICAT	ГЕ

#### INFORMATION AND INSTRUCTIONS

### For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Chapter 51 Form

#### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<a href="https://www.njstart.gov/bso/">https://www.njstart.gov/bso/</a>) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at <a href="mailto:cD134@treas.nj.gov">cD134@treas.nj.gov</a>. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to <a href="mailto:cD134@treas.nj.gov">cD134@treas.nj.gov</a> to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### Instructions for Completing the Form

#### Part 1: BUSINESS ENTITY INFORMATION

Business Name - Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number - Enter the vendor's street address, city, state, zip code and telephone

Vendor Email - Enter the vendor's primary email address.

Vendor FEIN - Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

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#### Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution,

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. This box <u>must</u> be checked if there are no contributions to report.

#### Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. (Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. (Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

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#### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: <a href="mailto:cd134@treas.ni.gov">cd134@treas.ni.gov</a> or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

#### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- · The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- · The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

#### Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <a href="https://www.state.nj.us/treas/purchase/eo134questions.shtml">https://www.state.nj.us/treas/purchase/eo134questions.shtml</a>

Reference materials and forms are posted on the Political Contributions Compliance website at: <a href="http://www.state.nj.us/">http://www.state.nj.us/</a> treasury/purchase/execorder134.shtml.

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Page 3 of 3

# State of New Jersey Department of the Treasury Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

positionally for your continue fro-		Aw	ard Amount
Description of Services		Sec. 011 11 1500-2	SESSION
State Agency Name			
Control of the Contro			
Phone Number			
_ check's the contract/ Agreement soc	ang ranoea osing	Tiventunus	Please check if requesting
Part 1: Business Entity Information	i e		recertification
Full Legal Business Name	(Including trade r	ame if applica	ble)
Address			
City	State	Zip	Phone
STATE OF THE PERSON OF THE PER			roprietor/natural person)
<ul> <li>Professional Corporation: LIST ALL OFF</li> <li>Partnership: LIST ALL PARTNERS with a Limited Liability Company: LIST ALL ME</li> </ul>	ICERS <u>and</u> ALL SHA any equity interest	REHOLDERS "S	f the corporation only has one officer, glease v sole officer" after the officer's name.)
<ul> <li>Professional Corporation: LIST ALL OFF.</li> <li>Partnership: LIST ALL PARTNERS with a Umited Liability Company: LIST ALL ME</li> <li>Sole Proprietor</li> <li>Note: "Officers" means President, Vice Presiofficer or Chief Financial Officer of a corporation.</li> </ul>	ICERS and ALL SHA iny equity interest IMBERS with any education of ident with senior in ation, or any person	REHOLDERS 's juity interest anagement resp routinely perfo	one officer" after the officer's name.)  onsibility, Secretary, Treasurer, Chief Executive ming such functions for a corporation.
Professional Corporation: LIST ALL OFF: Partnership: LIST ALL PARTNERS with a climited Liability Company: LIST ALL ME Sole Proprietor Note: "Officers" means President, Vice Presiofficer or Chief Financial Officer of a corporation	ICERS and ALL SHA any equity interest MBERS with any ec- ident with senior mation, or any person alid response. When	REHOLDERS "3  quity interest  anagement resp n routinely perfore applicable, inc	onsibility, Secretary, Treasurer, Chief Executive ming such functions for a corporation.
Professional Corporation: LIST ALL OFF Partnership: LIST ALL PARTNERS with a Limited Liability Company: LIST ALL ME Sole Proprietor Note: "Officers" means President, Vice President Also Note: "N/A will not be accepted as a vice Note: "N/A will not be accepted as a vi	ICERS and ALL SHA  nny equity interest  MBERS with any ec  ident with senior m  ation, or any persor  alid response. Whe	REHOLDERS "3  quity interest  anagement resp n routinely perfore applicable, inc	one officer" after the officer's name.)  consibility, Secretary, Treasurer, Chief Executive ming such functions for a corporation. dicate "None."
Professional Corporation: LIST ALL OFF     Partnership: LIST ALL PARTNERS with a     Limited Liability Company: LIST ALL ME     Sole Proprietor     Note: "Officers" means President, Vice President of Company     Also Note: "N/A will not be accepted as a vice and the company     All Officers of a Corporation or	ICERS and ALL SHA  nny equity interest  MBERS with any ec  ident with senior m  ation, or any persor  alid response. Whe	REHOLDERS "3  quity interest  anagement resp n routinely perfore applicable, inc	one officer" after the officer's name.)  consibility, Secretary, Treasurer, Chief Executary, Treasurer, Chief Exec

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### Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

 Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

 Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate State Political Party Committee County Political Party Committee

Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee Legislative Leadership Committee Full Legal Name of Recipient \_ Address of Recipient \_\_\_\_\_ Amount of Contribution \_ Date of Contribution \_ Type of Contribution (i.e. currency, check, loan, in-kind) \_ Contributor Name \_ Relationship of Contributor to the Vendor If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions Remove Contribution Add a Contribution Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity. Part 3: Certification (Check one box only) (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under Part 1: Vendor Information. (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under Part 1: Vendor Information, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal. (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal. (D) \( \sum\_{\text{1}} \) I am certifying as an individual or entity whose contributions are attributable to the business entity. I hereby certify as follows:

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certification on behalf of the business entity.

All reportable contributions made by or attributable to the business entity have been listed above.

1. I have read the Information and Instructions accompanying this form prior to completing the

- 3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
  - a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the
    - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
    - (ii) Any State, County or Municipal political party committee; OR
    - (iii)Any Legisative Leadership committee.
  - b) During the term of office of the current Governor or Lieutenant Governor to:
    - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
    - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
  - c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first

    - A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
       Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- 4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:
  - (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor: OR
  - (b) Any State, County or Municipal political party committee; OR
  - (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement,

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name	Print Name	
Title/Bosition	Date	

#### Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- · Is approaching its two-year certification expiration date and wishes to renew certification;
- · Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract

Forms should be submitted either electronically to:cd134@treas.nj.ggv , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

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33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

### VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM

	TER 271		
CONTRACT #: VENDOR/BII	DDER:		
At least ten (10) days <u>prior</u> to entering into the above-referenced Contract, Political Contribution Disclosure Form in accordance with the directions be Contract.			
NOTE that the disclosure requirements under Public Law 2005, Chapter requirements under Public Law 2005, Chapter 51 (formerly Executive Ord from entering into a contract by any information submitted on this form truthfully complete this form and submit it to the appropriate State agency Election Law Enforcement Commission.	ler 134). Although 1, a Vendor's/Bid	no Vendor/Bidd der's failure to f	ler will be precluded fully, accurately and
DISCLOSURE The following is the required Vendor/Bidder Disclosure of all Reportable			
and including the date of signing of this Certification and Disclosure to: (i) party, legislative leadership committee, candidate committee of a candidate that is also defined as a "continuing political committee" under N.J.S.A. 19	for, or holder of, a	State elective off	
The Vendor/Bidder is required to disclose Reportable Contributions by: entities owning or controlling more than 10% of the profits of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a sp. Vendor/Bidder; all of the principals, partners, officers or directors of the Vendirectly or indirectly controlled by the Vendor/Bidder; and any political or Revenue Code that is directly or indirectly controlled by the Vendor/Bidder political party committee.	endor/Bidder or r ouse or child livi ndor/Contractor an rganization organi	nore than 10% on ng with a natur d all of their spou zed under section	of the stock of the cal person that is a uses; any subsidiaries a 527 of the Internal
"Reportable Contributions" are those contributions that are required to be recontributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44 N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in et "reportable."	A-1 et seq.), and i	implementing reg	gulations set forth at
Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Name and Address of Committee to which a Reportable	Reportable	Reportable Contribution	
Name and Address of Committee to which a Reportable Contribution was made	Reportable	Reportable Contribution	
Name and Address of Committee to which a Reportable Contribution was made	Reportable	Reportable Contribution \$	
Name and Address of Committee to which a Reportable Contribution was made	Reportable	Reportable Contribution \$ \$	
Name and Address of Committee to which a Reportable Contribution was made	Reportable	Reportable Contribution \$	
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.	Reportable	Reportable Contribution \$ \$	
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.	Reportable Contribution	Reportable Contribution \$ \$	
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary	Reportable Contribution	Reportable Contribution \$ \$ \$ \$	Name
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are	Reportable Contribution  Y  ion on behalf of true and complete	Reportable Contribution  \$ \$ \$ \$ \$ \$ the Vendor/Bidde. I acknowledge	Name  er, that the foregoing that the State of New
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execute this certificate information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor.	Reportable Contribution  Y  ion on behalf of true and complete Bidder is under a	Reportable Contribution  \$ \$ \$ \$ \$ the Vendor/Bidde. I acknowledge continuing oblige	er, that the foregoing that the State of New ation from the date of
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Sta	Reportable Contribution  N  ion on behalf of true and complete Bidder is under a te to notify the S	Reportable Contribution  \$ \$ \$ \$ \$ the Vendor/Bidde I acknowledge continuing obligate in writing o	er, that the foregoing that the State of New ation from the date of f any changes to the
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execut this certification and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offense	X ion on behalf of itrue and complete Bidder is under a te to notify the S e to make a false	Reportable Contribution  \$ \$ \$ \$ \$ the Vendor/Bidde I acknowledge continuing obligate in writing o statement or mis	er, that the foregoing that the State of New ation from the date of fany changes to the prepresentation in this
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execute this certificat information and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Sta	Neportable Contribution  Note that is under a set to notify the Set to make a false the law, and it we	Reportable Contribution  \$ \$ \$ \$ \$ \$ \$ the Vendor/Bidde I acknowledge continuing oblige tate in writing of statement or mis ill constitute a m	er, that the foregoing that the State of New ation from the date of fany changes to the prepresentation in this material breach of my
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execut this certification and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Statinformation contained herein; that I am aware that it is a criminal offense certification. If I do so, I will be subject to criminal prosecution under agreement(s) with the State, permitting the State to declare any contract(s) and the state of th	Neportable Contribution  Note: The contribution of the complete Bidder is under a te to notify the Se to make a false the law, and it was resulting from this	Reportable Contribution  \$ \$ \$ \$ \$ \$ \$ the Vendor/Bidde I acknowledge continuing oblige tate in writing of statement or mis ill constitute a m	er, that the foregoing that the State of New ation from the date of fany changes to the prepresentation in this material breach of my
Name and Address of Committee to which a Reportable Contribution was made  Indicate "NONE" if no Reportable Contribution was made.  Attach additional sheets if necessary  CERTIFICATION  I, the undersigned, certify that I am authorized to execut this certification and any attachments hereto, to the best of my knowledge are Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Statinformation contained herein; that I am aware that it is a criminal offense certification. If I do so, I will be subject to criminal prosecution under agreement(s) with the State, permitting the State to declare any contract(s) and the state of th	Neportable Contribution  Note that is under a set to notify the Set to make a false the law, and it we	Reportable Contribution  \$ \$ \$ \$ \$ \$ \$ the Vendor/Bidde I acknowledge continuing oblige tate in writing of statement or mis ill constitute a m	er, that the foregoing that the State of New ation from the date of fany changes to the prepresentation in this material breach of my

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITA	ATION #: VENDOR:					
IN	PART 1  PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW. IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.  OFFICERS/DIRECTORS					
NAME						
TITLE						
ADDRESS	1					
ADDRESS	2					
CITY	STATE ZIP					
NAME						
TITLE						
ADDRESS	1					
ADDRESS	2					
CITY	STATE ZIP					
NAME						
TITLE						
ADDRESS	1					
ADDRESS	2					
CITY	STATE ZIP					
Attach Ad	ditional Sheets If Necessary.					
	PART 2					
	PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".					
	PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON					
	THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.					
	YES	NO				
1.	Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or					
	convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?					
_						
2.	Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide					
	services, labor, materials or supplies?					
	•					
3.	Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?					
4.	Has any person or entity listed on this form or its attachments been denied any license, permit or					
	similar authorization required to engage in the work applied for herein, or has any such license, permit					
	or similar authorization been revoked by any agency of federal, state or local government?					
5.	Has any person or entity listed on this form or its attachments been involved as an adverse party to a					
	public sector client in any civil litigation or administrative proceeding in the past five (5) years?					
	F <u>ANY</u> OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.					
	FANT OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  LOF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.					

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	VENDOR/BIDDER:	
	•	

#### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

#### CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

#### CERTIFICATION

1, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Didder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute
a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this
certification to be void and unenforceable.

Signature	Date
Print Name and Title	

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:	VENDOR/BIDDER:
	PART 1 CERTIFICATION T COMPLETE PART 1 BY CHECKING ONE OF THE BOXES THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE
complete the certification below to attest, under penal is identified on the Department of the Treasury's Cha found on the Division's website at <a href="http://www.state.completing">http://www.state.completing</a> the below certification. Failure to complet of the Division of Purchase and Property finds a perpovided by law, rule or contract, including but not it default and seeking debarment or suspension of the pa	tity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must ty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, pter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is at ustreasure/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to tee the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director reson or entity to be in violation of the law, she shall take action as may be appropriate and imited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in sty. CHECK THE APPROPRIATE BOX
subsidiaries, or affiliates is listed on the N.J. I	2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, Department of the Treasury's list of entities determined to be engaged in prohibited ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
on the Department's Chapter 25 list, I will p	cause the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed rovide a detailed, accurate and precise description of the activities in Part 2 below and sign re to provide such information will result in the proposal being rendered as nonresponsive ons will be assessed as provided by law.
	PART 2 INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN accurate and precise description of the activities of the Vendon/Bidder, or one of its parents, tivities in Iran by completing the boxes below.
attachments hereto, to the best of my knowledge are contained herein, and that the Vendor/Bidder is und contract(s) with the State to notify the State in writing to make a false statement or misreoresentation in thi	CERTIFICATION  ecute this certification on behalf of the Vendon/Bidder, that the foregoing information and any true and complete. I acknowledge that the State of New Jersey is relying on the information der a continuing obligation from the date of this certification through the completion of yof any changes to the information contained herein; that I am aware that it is a criminal offense is certification. If I do so, I will be subject to criminal prosecution under the law, and it will the State, permitting the State to declare any contract(s) resulting from this certification void and
Signature	Date
Print Name and Title	

DPP Rev. 6.19.17 Page 1 of 1

### **AFFIRMATIVE ACTION EEO**

Letter of Federal Affirmative Action Plan Approval, or

Certificate of Employee Information Report, or

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.)

## STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTHORITY

#### SECTION VII- CONTRACT

This Contract, effective on the date of the latest signature at the end of the Contract, for the EAST RUTHERFORD COMPLEX CLEANING RFP FOR THE NEW JERSEY SPORTES & EXPOSITION AUTHORITY, is made by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey 07071, (hereinafter referred to as the NJSEA); and

07071, (hereinafter referred to as the NJSEA); and				
		1. (1. (1. (1. (1. (1. (1. (1. (1. (1. (		
(1	Hereinafter referred to as	the Contractor).		
	WITNESSETH			
WHEREAS, the NJSEA is Exposition Authority, in a documents are made a part; and,	accordance with the requir	rements of the Contract	Documents, which	
WHEREAS, the Contract attached hereto and made			ocuments; which Bid is	
WHEREAS, the Commis Contract.	sioners authorized the Pre	esident//CEO of the NJS	EA to execute this	
NOW, THEREFORE, in hereinafter contained, the			s, and promises	
BUSINESS REGISTRAT	TION WITH THE DIVISI	ON OF REVENUE		
	es to provide proof of Val artment of the Treasury.	id Business Registration	with the Division of	
WORK TO BE PERFOR	<u>MED</u>			
A. The Contractor shall Contract Time, and f	perform all Work in acco or a yearly cost not to exc		t Documents, within the	
Year 1		Year 2		
\$	per year	\$	_per year	
Year 3		Year 4		
\$	per year	\$	_per year	

4.01

4.02

Optional years 5 through 6 can be exercised by the NJSEA at the proposed cost in the bid documents in the rfp. .

#### CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED)

#### 4.03 COORDINATION WITH NJSEA

- A. The Contractor, in carrying out this Contract, shall coordinate all work with Mr. John Duffy, or another designated representative of the NJSEA.
- B. Amendment of this Contract including a cost increase or decrease, a change in the scope of the. Work, or a change in the Contract Time shall only be made through a written Change Order executed by both parties to the Contract.

#### 4.04 <u>TIME</u>

- A. The Cleaning Service Contract time shall commence on the date indicated in the Notice to Proceed.
- B. The Contractor shall closely monitor work progress and potential delays. Any sources of potential delays shall be brought to the attention of NJSEA as expeditiously as possible, with recommendations for elimination or mitigation of the problem(s).

#### 4.05 <u>TERMINATION</u>

A. It is expressly agreed by the Contractor that the Authority may terminate this Contract at any time when in its judgement and sole discretion it deems the performance by the Contractor unsatisfactory or in any way does not meet with the approval of the Authority. The Authority shall terminate this Contract under this provision by giving the Contractor notice of said termination in writing at least thirty days prior to the effective date of termination.

#### 4.06 WORKING CONDITIONS

- A. By executing this Document, the Contractor agrees that he will make no claims for additional payment, extension of time, or any other concession because of any misrepresentation or misunderstanding of the Contract Documents on his part, or because of any failure to fully acquaint himself with all conditions relating to the Work.
- B. This Contract is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, PL 87-581, 87<sup>th</sup> Congress. No Contractor or subcontractor shall require or permit any employee to be employed in excess of eight (8) hours in any calendar day; or in excess of forty (40) hours in any week; unless such employee receives compensation at rate not less than one and one-half (1½) times his basic pay rate for all such excess hours worked.

#### 4.07 PAYMENTS TO CONTRACTOR

A. Upon completion of the work required by the Contract Documents, the Contractor, shall submit his Standard Monthly Invoice broken down by week/by site, and an NJSEA invoice for payment. The Contractor shall also submit all additional documentation required by the Contract Documents, and such other documentation as the NJSEA may reasonably require.

#### CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED

- B. If the NJSEA does not agree that the contractor has satisfied all his obligations under the Contract Documents, the NJSEA will return the invoice to the Contractor, indicating it's reason in writing for refusing to recommend payment. The Contractor shall make the necessary corrections and resubmit the application.
- C. The NJSEA shall approve or return the Contractor's application for payment within five (5) working days. The NJSEA shall issue payment the Contractor within thirty (30) calendar days of application approval.

#### 4.08 CHANGES IN THE WORK

- A. Without invalidating the Contract, and without notice to any Surety, the NJSEA may order revisions in the Work. These revisions shall be authorized by Change Orders. Upon receipt of such a document, the Contractor shall promptly proceed with the work involved, in accordance with the applicable conditions of the Contract Documents, unless otherwise specified.
- B. The Contractor shall not be entitled to an increase in the contract Price, or an extension of the Contract Time, for work not required by the Contract Documents or performed without a Change Order, except for an emergency.

#### 4.09 CHANGE OF CONTRACT PRICE

A. The Contract Price may only be changed by a Change Order. Any claim for a change in the Contract Price shall be based on a written notice delivered by the party making the claim to The other party, no later than ten days after the occurrence of the event giving rise to the claim. The amount of the claim, with supporting data, shall be delivered within twenty (20) days of such notice; and shall be accompanied by a written statement that the amount claimed covers all known costs to which the claimant is entitled.

#### 4.10 INDEMIFICATION

- A The Contractor shall indemnify, defend, and hold harmless the NJSEA its agents, employees, and servants from and against any and all suits, claims, losses and demands or damages of whatever kind or nature arising out of or alleged to arise out of any act, error or omission in the performance of this contract resulting from the negligence, gross negligence willful misconduct, intentional tort, fraud, bad faith or criminal behavior of the Contractor, his agents, servants employees and subcontractors. The Contractor shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such a suit or claim incurred in connection therewith. If any judgment shall be rendered against the NJSEA for which indemnifications is provided under this paragraph the Contractor shall, at his own expense, satisfy and discharge the same.
- B. The NJSEA 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 to the claim. If the suit is brought against the NJSEA or any of its agents, servants, and employees the NJSEA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice summons, pleading other process received by the NJSEA or its representatives.
- C. It is expressly agreed and understood that any approval by the NJSEA of services Performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in this section or in the other provisions of this Contract.

#### CONTRACT FOR CONTRACT CLEANING RFP (CONTINUED

#### 4.11 ADVERTISING

A. The Contractor agrees that it will not advertise or promote its business or any other business (other than information necessary to the identification and pricing of items in accordance with the terms here of ) at the premises, or use the name of the Authority or of the premises in any of its promotional materials, literature, etc. or in any way advertise or publicize this Contract or the relationship and transactions created by it without the prior written consent of the Authority.

#### 4.12 WAGE REQUIREMENTS

A. During the performance of the Work, the Contractor shall comply with all the provisions of the Federal and New Jersey State Labor Laws. Contracts for public work contracts are subject, inter alia, to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, cc.150 (C.34:11 – 56.25 et. seq.) In the event it is found that any worker employed by the Contractor has been a paid rate of wages less than the wages required to be paid under the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay required wages to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the NJSEA for any excess costs occasioned thereby.

#### 4.13 CONTRACTOR'S STATUS AND RESPONSIBLITIES

- A. The Contractors status shall be that of an independent principal, and not an agent or employee of the NJSEA.
- B. The Contractor shall be responsible for providing competent, suitably qualified personnel to perform the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date adjacent to their respective signatures below.

FOR THE CONTRACTOR	(Type Name of Contractor)
Witness	( Signature )
Date  EOD THE NEW JERSEY SPORTS &	( Type Name and Title of Signer )
FOR THE NEW JERSEY SPORTS &	EXPOSITION AUTHORITY
Witness	Vincent Prieto President/CEO
Da	te

## APPENDIX A ARENA

#### **OVERVIEW OF ARENA CENTER APPENDIX**

#### Contained in this Appendix are the following:

- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

#### **Hours of cleaning operations:**

NBC Event cleaning  $\,5\,a.m.-1:30\,p.m.$ 

Arena Building cleaning 6 a.m. – 2:30 p.m.

#### **ARENA**

**AREA** 

#### **ARENA DESCRIPTION**

**DIMENSIONS TYPE OF FLOOR** 

**CLEANING** 

Saturday and Sunday as needed basis on building use. The balance of the year the dailies are done 5 times a week.

			FREQUENCY
ARENA LEVEL			
Locker rooms:			
Front (5 each)	15'x26'	vinyl tile	daily, when in use
Shower (5 each)	10'x10'	ceramic tile	daily, when in use
Front (4 each)	11'x10'	carpet	daily, when in use
Shower (4 each)	3'x10'	ceramic tile	daily, when in use
Hallway	1800 sq. ft	vinyl tile	daily, when in use
Room B	36'x14'	carpet	daily, when in use
Shower	33'x22'	ceramic tile	daily, when in use
Room A	15'x10'	carpet	daily, when in use
Shower	15'x20'	ceramic tile	daily, when in use
Show Office	13'x10'	carpet	daily, when in use
Production Office	11'x10'	carpet	daily, when in use
Shower	3'x10'	ceramic tile	daily, when in use
Lounge	20'x14'	vinyl tile	daily, when in use
Event Office	12'x10'	carpet	daily, when in use
Change-over Office	20'x12'	carpet	daily, when in use
Coaches' Office	20'x12'	carpet	daily, when in use
Former Nets' Storeroom	20'x10'	vinyl tile	daily, when in use
Kitchen	25'x8'	vinyl tile	daily, when in use
Dark Room A	14'x5'	vinyl tile	daily, when in use
Dark Room B	15'x10'	vinyl tile	daily, when in use
Receiving Office	7'x9'	carpet	daily, when in use
Operations Office	24'x34'	carpet	daily, when in use
Stagehands' Office	13'x9'	carpet	daily, when in use
Maintenance Locker Room	13'x24'	carpet	daily, or as required
Shower	16'x12'	ceramic tile	daily, or as required
Stagehands' Locker Room	12'x24'	vinyl tile	daily, or as required
Shower	16'x12'	ceramic tile	daily, or as required
Men's Room on Dock	12'x9'	ceramic tile	daily, or as required
Ladies Room on Dock	12'x10'	ceramic tile	daily, or as required
Players Wives Lounge	31'x20'	carpet	daily or as required
Press Lounge	46'x38'	carpet	daily, or as required
Communications Room	45'x22'	carpet	daily, or as required
Copier Room (Press)	20'x20'	carpet	daily, or as required
Press Locker Room	10'x20'	vinyl tile	weekly , or as req'd
Press Restrooms (2)	12'x18'	ceramic tile	weekly, or as req'd
Lobby Lounge	3500 sq. ft.	carpet	weekly, or as req'd

AREA	<b>DIMENSIONS</b>	TYPE OF FLOOR	CLEANING
			FREQUENCY

### **ARENA LEVEL (cont.)**

Forme	r Nets Lockerroom					
	Dressing Area 25'x15' carpet weekly, or as req'd					
Substa	tions, Fan Rooms and M	lechanical Room	S			
	Elec. Substation	30'x30'	concrete, painted	as requested		
	Elec. Substation	60'x30'	concrete, painted	as requested		
	Engineer Office	25'x10'	vinyl tile	as requested		
	Break Room	13'x10'	carpet	as requested		
		4'x10'	vinyl tile	as requested		
	Elec. Substation	160'x60'	concrete, painted	as requested		
	South Work Area	186'x70'	concrete, painted	as requested		
	Carp. Break Room	18'x22'	carpet	as requested		
	Elec. Substation	60'x40'	concrete, painted	as requested		
	Pump Room	20'x50'	concrete, painted	as requested		
	Elec. Substation	60'x40'	concrete, painted	as requested		
	Trades Lockerroom	12'x12'	ceramic tile	as requested		
	Plan Room	9'x10x	vinyl tile	as requested		
		22'x10'	carpet	as requested		
MEZZ/	ANINE LEVEL					
Fan Ro	om NW	30'x50'	concrete, painted	as requested		
Mecha	nical Room West	30'x50'	concrete, painted	as requested		
Fan Ro	om SW	60'x30'	concrete, painted	as requested		
Fan Ro	om SE	80'x50'	concrete, painted	as requested		
Fan Ro	oom NE	80'x50'	concrete, painted	as requested		
	Y LEVEL (4 <sup>TH</sup> FLOOR)					
UTILIT	Y LEVEL (4 PLOOK)					
Fan Ro	om NW	25'x50'	concrete, painted	as requested		
Fan Ro	om SW	25'x50'	concrete, painted	as requested		
Fan Ro	oom SE	25'x50'	concrete, painted	as requested		
Fan Ro	oom NE	25'x50'	concrete, painted	as requested		
BOX OFFICE/MEDICAL						
F	<b>-</b>	10/ 10/		1.1		
Entry F	•	10'x10'	terrazzo	weekly		
	tion Area	12'x12'	carpet	daily		
	al Work Area	40'x46'	carpet	daily		
	al Offices	12'x13'	carpet	daily		
	r Work Area	9'x22'	carpet	daily		
•	uter Room	30'x20'	carpet	daily		
Safe R		11'x11'	vinyl tile	daily		
Kitchen Area 8'x13' vinyl tile daily						

AREA	DIMENSIONS	TYPE OF FLOOR	CLEANING FREQUENCY
<u>MEDICAL</u>			
Hallway	140'X6'	vinyl tile	daily
Sellers Windows	140'x8'	vinyl tile	as requested
Restrooms			
Mens	11'x15'	ceramic tile	daily
Ladies	17'x15'	ceramic tile	daily
Former Ticket Counting Rm	17'x17'	carpet	as requested
Box Office Lobby	61'x140'	terrazzo	weekly
Lobby foyer	60'x15'	terrazzo	weekly
B/O Lobby Event Office	12'x15'	carpet	as requested
B/O Lobby Security	20'x17'	carpet	as requested
Private Suites/Offices			
<u>Concourse</u>			
Eight each	18'x11'	carpet	daily , when in use
Fifteen each	17'x20'	carpet	daily, when in use
Four each	15'x20'	carpet	daily, when in use
Two each	24'x20'	carpet	daily, when in use
Restrooms (29 Each)	4'x6'	ceramic tile	daily, when in use
Operations Booth	12'x12'	carpet	as requested
Sound Room	30'x20'	carpet	as requested
Lower Mezz Sound Room	50'x30'	vinyl tile	as requested
MEZZANINE – MISC. ROOMS	AND AREAS		
Mail Room	18'x11'	vinyl tile	as requested
Security Office	25'x15'	vinyl tile	as requested
Security			
Back Office	24'x15'	vinyl tile	daily
Supv. Office	10'x10'	carpet	daily
Parking Office	30'x12'	vinyl tile	daily
Machine Storage Room	36'x40'	vinyl tile	weekly
Cleaning Offices			
Front	12'x11'	carpet	daily
Directors	10'x11'	carpet	daily
Ladies Lockerroom	30'x15'	vinyl tile	weekly
Mens Locerroom	20'x50'	vinyl tile	weekly
Shower Restroom (2 each)	30'x50'	ceramic tile	daily
Hallway	2700 sq.ft.	vinyl tile	daily
Employees Lunch Room	27'x24'	vinyl tile	daily
Uniform Room	10'x30'	vinyl tile	as requested
State Police Offices			
Reception Area	15'x25'	rubber tile	daily
Intro Meet. Rm	10'x8'	rubber tile	daily
Mens Room	12'x8'	vinyl tile	daily
General Offices w/			
Cubicles	30'x50'	carpet	daily

AREA	DIMENSIONS	TYPE OF FLOOR	CLEANING FREQUENCY
MEZZANINE – MISC. ROOM	<u>MS AND AREAS (con</u> 15'x8'		daily
Copy Room Hallway	30'x4'	carpet	daily
Indiv. Offices	30 X4	carpet	daily
	15/213/ 00		مام:ا،،
(4)	15'x12' ea	carpet	daily
(4)	15'x20' ea	carpet	daily
(1)	10'x8'	carpet	daily
(1)	25'x25'	carpet	daily
(1)	20'x20'	carpet	daily
(1)	8'x15'	carpet	daily
(1)	15'x10'	carpet	daily
(1)	20'x12'	carpet	daily
Ladies Room	6'x8'	vinyl tile	daily
Secretarial Office	30'x25'	carpet	daily
GM Office	18'ax15'	carpet	daily
GM Restroom	8'x8'	ceramic tile	daily
Exec. Office (4)	12'x12'ea	carpet	daily
Gen, Offices (10	18'x15' ea	carpet	daily
Corridor	5'x40'	carpet	daily
Lunch Room	16'x14'	rubber tile	daily
Back Office	8'x14'	carpet	daily
Gen, Office Are	20'x20'	carpet	daily
Copier Room	20'x12'	carpet	daily
Winners Club			
Entry Foyer	40'x30'	carpet	daily
Coat Room	16'x10'	carpet	as requested
Sports Authority Offices			
West Entry Foyer	8'x20'	terrazzo, rubber matt	ed as requested
	600 sq.ft.	carpet	as requested
Reception Area	8'x12'	terrazzo	daily
	30'x18'	carpet	daily
General Offices	4000 sq. ft.	carpet	daily
Indiv. Offices (13)	10'x13' ea	carpet	as requested
Indiv. Office (1)	20'x13'	carpet	as requested
Lunch Room	18'x18'	vinyl tile	as requested
Mens Restroom	8'x18'	ceramic tile	as requested
Ladies Restroom	8'x18'	ceramic tile	as requested
Exec. Offices (2)	25'x15; ea	carpet	as requested
(1)	`25'x12'	carpet	as requested
(1)	14'x17'	carpet	as requested
Board Room	30'x15'	carpet	as requested
Conference Room	16'x18'	carpet	as requested
Restrm/Shower	12'x12'	ceramic tile	as requested
GM Restroom	8'x12'	ceramic tile	as requested
Exec. Work Area	1500 sq. ft.	carpet	as requested
LACC. WOIN AIRd	1300 34. 11.	carpet	as requested

### AREA DIMENSIONS TYPE OF FLOOR

## CLEANING FREQUENCY

#### **BUILDING – MISCELLANEOUS AREAS**

Stairwells				
(2)	Arena l	Level Roof	concrete	Monthly
(2)	Arena l	Level to	concrete	Monthly
	``Conco	ourse		
(1)	Arena l	Level to	concrete,painted	Monthly
	Mezza	anine		
(1)		Level to	concrete	Monthly
( - )	Conco			
` '		Level to 5 <sup>th</sup> Fl	concrete	Monthly
Escalators	D/O L a	م د داما	ataimlana ataal	A = ==================================
(2)	B/O Lo	-	stainless steel	As requested
(2)	Conco B/O Lo		stainless steel	As requested
(2)		Lobby	stairiless steel	As requested
(2)		rs Club to	Stainless steel	As requested
(2)	Conco		Stanness steel	AsTequesteu
Elevators	Conce	, di 50		
(1)	Freight		vinyl tile	Weekly
(1)	Press		vinyl tile	Weekly
(1)	Winne	rs Club	vinyl tile	Weekly
Steps from B/O	Lobby		terrazzo	Weekly
To Arena Lobb	y (2)			
Perimeter Road Outside Arena			concrete/	Weekly
0			asphalt	
Steps & Plaza Entries			concrete	Weekly
At Gates A, B,				
Front of Box Of			concrete	Weekly
West Admin. Entrance			concrete	Weekly
East Admin. Ent			concrete	Weekly
No. Employees entrance			concrete	Weekly
Compactor Area			concrete	Daily
Backstage Area			concrete	Weekly
Truck Bays, Ramp & tunnel			concrete concrete	Weekly Daily
Expo Area/Storage Arena Floor			concrete	As Requested
Booths – Gate B			concrete	Daily
	, Γunnel Guards Β		Daily	
	nnel Guard Boo			- u,
(Backstretch E				Daily
Guard Shacks (1	•	vinyl tile	Weekly	
5 <sup>th</sup> Fl. Restroom	•	12'x9'	ceramic tile	as requested
		4'x14'	concrete	as requested
5 <sup>th</sup> Fl. Press Are	a		concrete	as requested

Entire 5 <sup>th</sup> F. (Halo)	concrete/steel	as requested
Catwalks	steel	as requested

AREA		NSIONS	TYPE OF FLOOR	CLEANING FREQUENCY			
PUBLIC RESTOROMS TO BE STOCKED CLEANED AND MAINTAINED DURING ANY EVENT							
Concourse 101 M	lon's	24'x50'	ceramic tile	daily			
101 IV 101 La		18'x50'	ceramic tile	daily daily			
101 La		30'x40'	ceramic tile	•			
		22'x40'	ceramic tile	as requested			
	106 Ladies		ceramic tile	as requested			
110 Men's 110 Ladies		30'x40' 22'x40'	ceramic tile	as requested			
				as requested			
115 Men's 115 Ladies		14'x40'	ceramic tile	as requested			
		22'x40'	ceramic tile	as requested			
120 Men's		14'x40'	ceramic tile	as requested			
120 La		22'x40'	ceramic tile	as requested			
124 M		30'x40'	ceramic tile	as requested			
124 La	adies	22'x40'	ceramic tile	as requested			
Winners Club							
Men's	5	20'x9'	ceramic tile	as requested			
		4'x12'	carpet	as requested			
Ladies	5	20'x9' 9'x12'	ceramic tile	as requested			
			carpet	as requested			
Box Office Lob	•	10'x10'					
	Men's		ceramic tile	daily			
	Ladies		ceramic tile	daily			
Arena Lobby							
Men's		35'x25' 35'x25'	ceramic tile	daily			
	Ladies		ceramic tile	daily			
FLOOR TYPES AND TOTAL SQUARE FOOTAGE							
Terrazzo							
Concourse		35,300 sq. ft. 3,600 sq. ft.					
•	Foyers						
Box Office Lobby		8,500 sq. ft.					
B/O Lobby Foyer		900 sq. ft.					
Arena Lobby		8,000 sq. ft.					
West Entrance		160 sq. ft.					
Front Office Recept.		48 sq. ft.					
Box Office Entry		100 sq. ft.					
	TOTAL	56,648 sq. ft.					
Vinyl Tile	TOTAL	19,000 sq. ft.					
Ceramic Tile	TOTAL	18,100 sq. ft.					
Carpeted Areas TOTAL		50,000 sq. ft.					
Rubber tile	TOTAL	900 sq. ft					

The balance of the areas not specified are concrete or painted concrete with the exception of the Catwalks which are steel.

**AREA DIMENSIONS TYPE OF FLOOR CLEANING FREQUENCY** 

#### **BUILDING INFORMATION**

480,000 sq. ft 50,000 sq. ft. Total Area **Total Carpeted Area Plumbing Fixtures** Toilets 205

> Urinals 144 Sinks 259

## APPENDIX B OLD GRANDSTAND

#### **OVERVIEW OF OLD GRANDSTAND APPENDIX**

#### Contained in this Appendix are the following:

- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

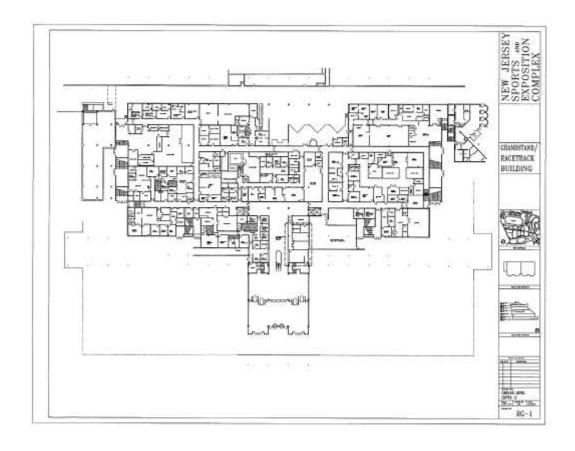
5,000 sq. ft. facility where portion of lower ground level and grandstand all utilized. IT Office area and bathrooms, Security Office area, main floor carpets and flooring, main floor bathrooms, State Police office area, State Police gym area, Trades office area and 2 breakrooms, clubhouse lobby, 2 elevators, both loading docks and old racetrack tunnel/compactor room.

Remove all garbage, replace bags and supply new toiletries

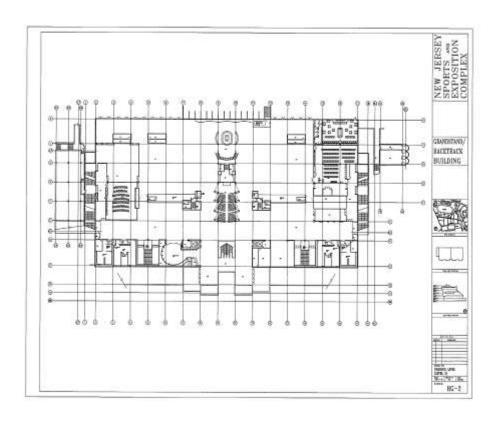
**Hours of cleaning operations** 

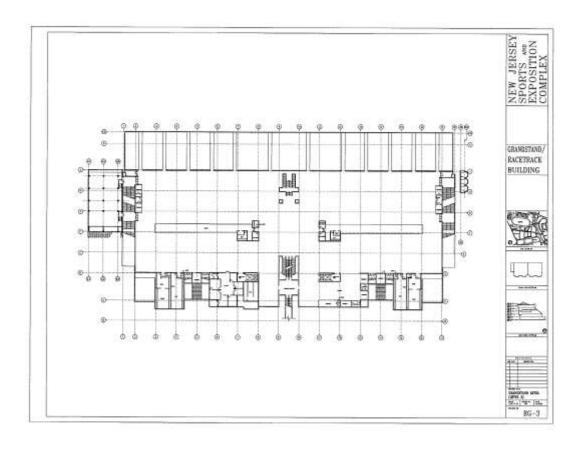
Building cleaning 5 a.m. – 1:30 p.m.

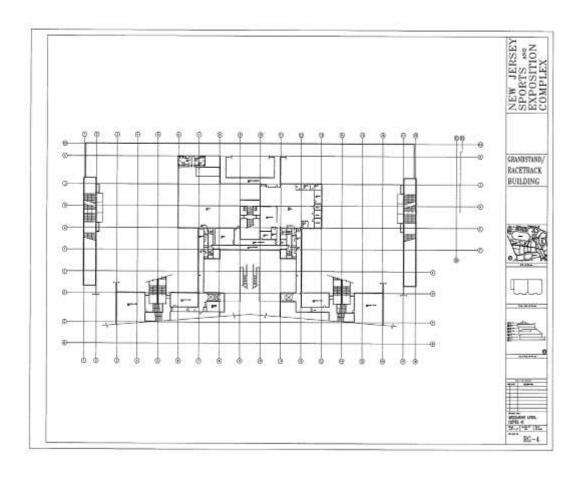
#### APPENDIX B

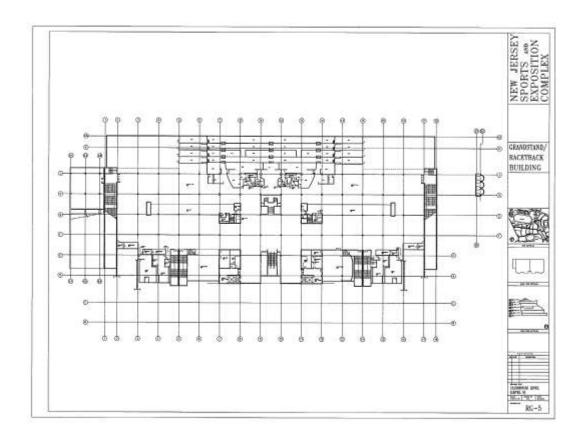


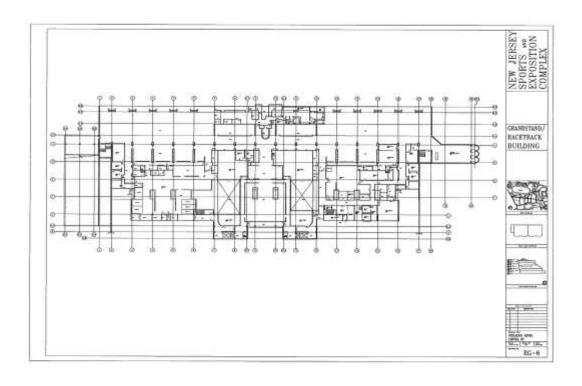
#### APPENDIX B

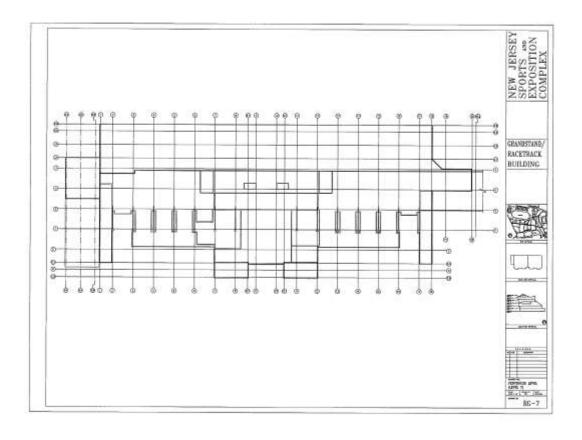












# APPENDIX C ENGINEERING BUILDING AND FIREHOUSE

#### **OVERVIEW OF ENGINEERING BUILDING APPENDIX**

#### Engineering Building & Backstretch – (Maintenance Shop & Firehouse)

Vehicle Shop- Carpenter Shop, Track Offices, Operations Offices, MV store room, Break room, Welder Shop, Restrooms

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

Fire House – Mop, Wipe down all surfaces, Clean Breakroom, kitchen, 2 bathrooms, 1 office, main sitting area and mini gym.

Remove all garbage, replace bags and supply new toiletries.

(See attached Appendix C)

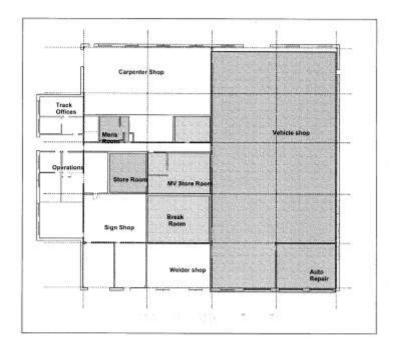
#### Contained in this Appendix are the following:

- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

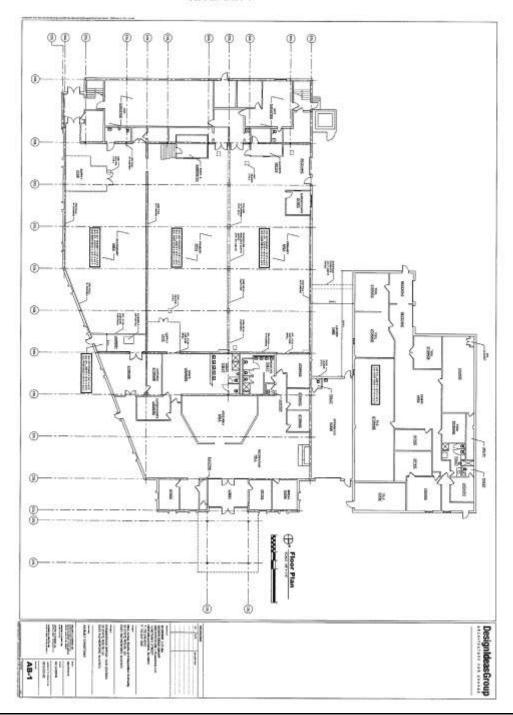
#### Hours of cleaning operations

Building cleaning 6 a.m. – 2:30 p.m.

## APPENDIX C



#### APPENDIX C



# APPENDIX D TRAIN STATION

#### **OVERVIEW OF TRAIN STATION APPENDIX**

#### • Train Station

Ground floor offices and train platform, outdoor train station cleaning. Remove all garbage, replace bags and supply new toiletries.

Walkover Bridge – to be checked periodically for trash and debris

#### Contained in this Appendix are the following:

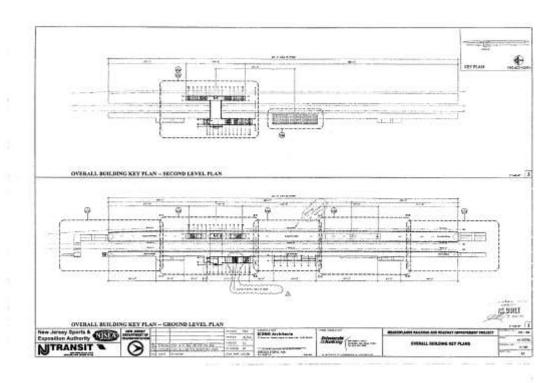
- Specifications concerning the square footage of floor space and carpeting to be cleaned and the frequency of the cleaning of these areas.
- Procedures employed by cleaning staff.
- Equipment currently in use (Appendix G)
- Type of cleaning material currently used (Appendix F)
- Supplies used and cost in 2019 (Appendix F)

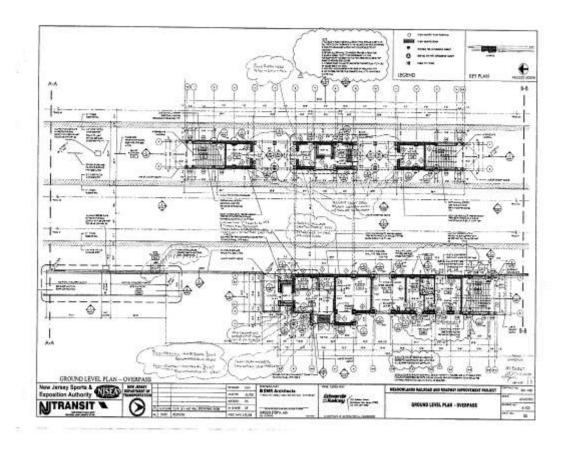
#### **Hours of cleaning operations**

Train Station/Walkbridge cleaner Start time to be determined per event. .

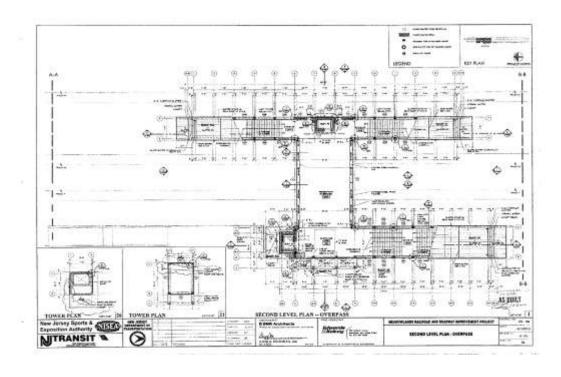
#### APPENDIX D

#### TRAIN STATION





## APPENDIX D



# APPENDIX E MARKETPLACE

## **OVERVIEW OF MARKETPLACE APPENDIX**

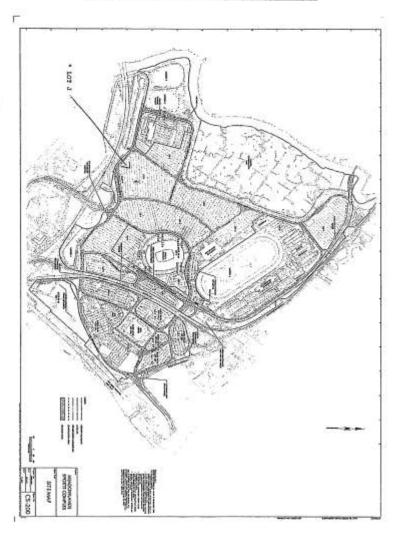
# • Marketplace

Parking lot J - Operates as a Marketplace on Saturdays (dates can be changed with notification).

## **Hours of cleaning operations**

Hours are 8 a.m. -4 p.m. Trades and cleanup start at 5 p.m. until completion. (See attached Appendix E)

APPENDIX &- LOCATION OF THE OUTDOOR MARKET



# APPENDIX F SUPPLY SAMPLE LIST

- GARBAGE CAN LINERS: 30X37; 40X48 45 GAL
- TOILET TISSUE 2 PLY WHITE
- C FOLD HAND TOWELS WHITE
- TOWEL ROLL ENVISION WHITE
- 1 PLY WHITE HARD ROLL TOWEL
- WHITE TERRY TOWELS #25
- CLOROX GERMICIDAL BLEACH
- MORNING MIST CLEANER DISINFECTANT 1 GAL
- CREW SLINGING BOWN CLEANER DISINFECTANT
- HIGH SUDS POWER 50LB LAUNDRY DETERGENT
- DISHWASHING LIQUID
- CLOROX ODOR DEFENSE AIR FABRIC SPRAY AIR BOTTLE
- PURELL ADVANCED HAND SANITIZER
- LUXURY FOAM HANDWASH
- TILEX MILDRE REMOVER
- NITRILE MED GLOVES SM, MED, LARGE
- DELUX BOWL BRUSH TOILET
- BROOM ANGLE BLK
- MASKS

NJSEA WILL SUPPLY HEAVY DUTY OUTDOOR TRASH BAGS

PRODUCTS MUST BE EPA- REGISTERED DISINFECTANT PRODUCT

ESTIMATED COST FOR SUPPLIES FOR NJSEA EAST RUTHERFORD COMPLEX SUPPLIED BY CLEANING COMPANY

\$28,200 Year 2019

# APPENDIX G EQUIPMENT SUPPLIED CONTRACTOR

- VACUUMS
- BROOMS
- MOPS
- PORTABLE GARBAGE CANS
- BUCKETS
- PICKS
- SCRUBBING MACHINES
- WET VACS
- ALL PPE EQUIPMENT



# **SECTION VII**

# NEW JERSEY SPORTS & EXPOSITION AUTHORITY EAST RUTHERFORD COMPLEX CLEANING BID DOCUMENTS

# **East Rutherford Complex Cleaning RFP**

# COST PROPOSAL SUMMARY CONTRACT YEAR 1

Cost Category	Cost 1st Year
Direct Labor Cost	
(from detailed cost sheets)	1 <sup>st</sup> Year
<u>Arena</u>	\$
Old Grandstand	\$
Engineering Bldg. &	\$
Backstretch	9
<u> </u>	
Train Station	\$
<u>Marketplace</u>	\$
TOTAL DIRECT LABOR	\$
(not to exceed)	
Fauliam ant Cost	ė.
Equipment Cost	\$
(not to exceed)	
Cleaning Supplies	\$
(not to exceed)	· <u></u>
Management Fee	\$
TOTAL COST	Ś
(not to exceed)	Year 1
,	

# **East Rutherford Complex Cleaning RFP**

# Contract Years 2 – 4

Cost Category	Cost 2 <sup>nd</sup> Year	Cost 3 <sup>rd</sup> Year	Cost 4th Year
Direct Labor Cost			
	2nd Year % cost increase over prior year	3rd Year % cost increase over prior year	4th Year % cost increase over prior year
	%	%	%
TOTAL DIRECT LABOR (not to exceed)	\$	\$	\$
Equipment Cost	%	%	%
(not to exceed)	\$	\$	\$
Cleaning Supplies	%	%	%
(not to exceed)	\$	\$	\$
Management Fee	%	%	%
(not to exceed)	\$	\$	\$
TOTAL COST (not to exceed)	\$ Year 2	\$ Year 3	\$ Year 4

# **East Rutherford Complex Cleaning RFP**

# Optional Years 5 – 6

Cost Category	Cost 5th Year	Cost 6th Year
Direct Labor Cost		
Optional Year	5th Year % cost increase	6th Year % cost increase
	over prior year	
	%	%
TOTAL DIRECT LABOR (not to exceed)	R \$	\$
Equipment Cost	%	%
(not to exceed)	\$	\$
Cleaning Supplies	%	%
(not to exceed)	\$	\$
Management Fee	%	%
(not to exceed)	\$	\$
TOTAL COST	\$	\$
(not to exceed)	Year 5 Optional	Year 6 Optional

# **East Rutherford Complex Cleaning RFP**

## **DETAILED COST SHEET FIRST YEAR**

DIRECT LABOR	Hours	Billing Rate	Total Bid Cost
Arena			
Full Time Cleaner			
Tun Time cicunct			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Old Grandstand			
Full Time Cleaner			
Tun Time cicane			
Dant Time Classes			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Engineering Bldg. & Backstr	etch		
Maintenance Shop			
Full Time Cleaner			
Tun Time Cleaner			
D . T' 01			
Part Time Cleaner			
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Train Station			
Full Time Cleaner			
Tun Time Cleaner			
Part Time Cleaner	<del></del>		
TOTAL DIRECT LABO	R COST		\$
			To Cost Proposal Summary
Marketplace			
Full Time Cleaner			
Doub Time Classes			
Part Time Cleaner			•
TOTAL DIRECT LABO	K COST		\$
			To Cost Proposal Summary

Note: Cleaners will only get paid when they work. No vacation time will be paid. All overtime needs to be approved in advance.

# **East Rutherford Complex Cleaning RFP**

# **DETAILED COST SHEET FIRST YEAR**

## **MANAGEMENT COSTS**

	Hours	<b>Billing Rate</b>	Total Bid Cost	
Administrative Support Bidder is to provide hours considered necessary	, if		\$	-
One Cleaning Mgr. Bidder is to provide hours considered necessary	, if		\$	-
One Supervisor  Bidder is to provide hours  considered necessary	, if		\$	-
TOTAL MANA	GEMENT LABO	)R	\$	

**To Cost Proposal Summary** 

# New Jersey Sports & Exposition Authority East Rutherford Complex Cleaning RFP

# **Attach List of Equipment supplied by Vendor**

## NEW JERSEY SPORTS & EXPOSITION AUTHORITY

## MORAL INTEGRITY AFFIDAVIT

State of	
County of	SS:
ī	,
of (COMPANY)	
nereinafter called	the Bidder, being first duly sworn; deposes and says that:
2. Sports &	The Bidder has submitted the Bid regarding this Contract with the New Jersey Exposition Authority on
2. Meadow	The Bidder wishes to demonstrate moral integrity to the satisfaction of the New Jersey lands Commission.
	As of the date of signing this Affidavit, neither the Bidder, nor any of his owners, or directors are involved in any federal, state or other governmental investigations ng criminal or quasi-criminal violations, except as follows (if none, so state):
4. violation	Neither the Bidder not any of his owners, officers or directors have ever committed any of a federal or state or quasi-criminal statute, except as follows (if none, so state):
5.	The State of incorporation of the Bidder is:

6. If the answer to question #5 is a state other than New Jersey, that the Bidder has received from the Secretary of the State of New Jersey, a certification authorizing the corporation to

conduct business in New Jersey.

## MORAL INTEGRITY AFFIDAVIT (CONTINUED)

(Use additional shee	et if required)
8. He is personally acquainted with the operation factual basis comprising the contents of this Affidava	ions of the Bidder, has full knowledge of tit; and that the contents are true.
9. This Affidavit is made to the New Jersey M this Contract, knowing that the New Jersey Meadow statements contained herein.	
	Bidder
	Bidder  (Type of print name of affiant under signature)
	(Type of print name of affiant under
ribed and sworn to e me thisday20	(Type of print name of affiant under
e me thisday	(Type of print name of affiant under

# STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTHORITY

## **CORPORATE RESOLUTION FORM**

BE IT RESOLVED, By the Bo	rd of Directors of
that the president ( make,	) be and hereby is authorized to
execute and deliver a contract Authority	FOR: with the New Jersey Sports & Exposition
and that the Secretary (	)
be and hereby is authorized corporate seal thereto.	attest to the execution of the same and affix the
	BOARD OF DIRECTORS
SECRETARY	(SEAL)
I HEREBY CERTIFY that the BOARD of Directors of	oregoing is an exact copy of a Resolution by the
( meeting held on	) adopted at a (),
at w	ich quorum was present

# **CORPORATE RESOLUTION FORM (Contnued)**

IN WITNESS	WHEREOF, I	have here	eunto set m	iy hand an	d the seal	of
(		)				
this	day of		2010.			
SECRETARY		_				
(SEAL)						

# STATE OF NEW JERSEY NEW JERSEY SPORTS & EXPOSITION AUTORITY

# **EXPERIENCE AFFIDAVIT**

which were similar to this Contra The information required below and telephone number; and the d	on sheets to be attached, at least (3) projects he has completed act, and during which the products specified herein were used. shall include the title of the contract; the owner's name, address, ollar value of work completed. This information will assist the EXPOSITION AUTHORITY in judging the Bidder's experience,
	·
	al, a Partnership, a Corporation) under the laws of the State of and having principal offices at
	(Signed)
	(Address)
(Date)	

## NEW JERSEY SPORTS & EXPOSITON AUTHORITY

## DISCLOSURE FORM

PURSUANT TO THE PROVISIONS OF CHAPTER 33 OF THE LAWS OF 1977, ALSO KNOW AS N.J.S.A.52:25-24.2, WHICH BECAME EFFECTIVE MARCH 8, 1977.

Each bidder is required to furnish below the names and addresses of all corporate stockholders who own 10% or more of the stock of said corporation. In case of a partnership, the names and addresses of all partners who have a 10% or greater interest in the partnership shall be provided.		

# NEW JERSEY SPORTS & EXPOSITION AUTHORITY

## NON-COLLUSION AFFIDAVIT

State of	ss:	
County of		
I, (NAME)		, of
(MUNICIPALITY)		in the
County of	and the State of, of full	age, being duly sworn to the
law, on my oath depose a	and say that:	
I am the (TITLE	Ε)	of (COMPANY)
	, the Bidder mak	ing the Bid for this Contract;
I execute the sai	id Bid with full authority to do so;	
	not directly or indirectly entered into any agreement any action to restrain free, competitive bidding and,	
knowledge that	contained in said Bid and in this affidavit, are true, of the New Jersey Meadowlands Commission relies to Bid and this affidavit in awarding the Contract for	upon the truth of the statements
secure such Contract upounderstanding for a communication of the contract upon the c	t that no person or selling agency has been employed on an employed or retained to solicit or secure such mission, percentage, brokerage or contingent fee, emmercial or selling agencies maintained by	Contract upon an agreement or
(NAME OF BIDDER) _		
(N.J.S.A. 52:34-15)		
Subscribed and sworn to before me thisd of	lay	
(Notar	y Public)	
My commission expires	on	

# STATE OF NEW JERSEY NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Please be advised that, pursuant to <u>L.</u> 1995, <u>c.</u> 159, effective January 1, 1996, and codified at <u>N.J.S.A.</u> 59:49-19 and <u>N.J.S.A.</u> 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership of S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

Company:

Signature:

Print or Type Name of Signer:

Print or Type Title of Signer:

Date:

"I HAVE BEEN ADVISED OF THIS NOTICE"

# NEW JERSEY SPORTS & EXPOSITION AUTHORITY

## AFFIDAVIT OF AUTHORIZATION

State of	
County of	ss: -
	, being duly sworn, deposes and says that
he resides at	, that he is the
(TITLE)	who signed the Bid for this Contract,
that he was duly authorized to sign, that the Bid is a t	true offer of the Bidder, that the seal attached is the
seal of the Bidder, and that all declarations and stater	ments contained in the Bid are true to the best of his
knowledge and belief.	
	(Type or print name of affiant under signature)
Subscribed and sworn to before me thisday of	
(Notary Public)	_
My commission expires on	

# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

## INFORMATION AND INSTRUCTIONS

# For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Chapter 51 Form

#### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entitles that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<a href="https://www.njstart.gov/bso/">https://www.njstart.gov/bso/</a>) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at <a href="mailto:cD134@treas.nj.gov">cD134@treas.nj.gov</a>. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to <a href="mailto:cD134@treas.nj.gov">cD134@treas.nj.gov</a> to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### Instructions for Completing the Form

#### Part 1: BUSINESS ENTITY INFORMATION

Business Name - Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number - Enter the vendor's street address, city, state, zip code and telephone

Vendor Email - Enter the vendor's primary email address.

Vendor FEIN - Please enter the vendor's Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Chapter 51 Instr. - Rev. 4/1/19 Page 1 of 3

#### Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution,

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. This box <u>must</u> be checked if there are no contributions to report.

#### Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. (Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. (Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Chapter 51 Instr. - Rev. 4/1/19 Page 2 of 3

#### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: <a href="mailto:cd134@treas.ni.gov">cd134@treas.ni.gov</a> or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

#### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- · The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- · The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

#### Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <a href="https://www.state.nj.us/treas/purchase/eo134questions.shtml">https://www.state.nj.us/treas/purchase/eo134questions.shtml</a>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <a href="http://www.state.nj.us/">http://www.state.nj.us/</a> treasury/purchase/execorder134.shtml.

Page 3 of 3

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Page 3 of 3

# State of New Jersey Department of the Treasury Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Sometiment, it is a contract in the		Aw	ard Amount
Description of Services			
State Agency Name			
ALLO GO DE LO PERCENCIO DE LA CONTRACTOR			
Phone Number			
	ang ranoca osing	THATONO	Please check if requesting
Part 1: Business Entity Information	1		recertification
- 11	700		
Full Legal Business Name	(Including trade r	name if applica	ble)
Address			
City	State	Zip	Phone
			roprietor/natural person)
<ul> <li>Professional Corporation: LIST ALL OFF</li> <li>Partnership: LIST ALL PARTNERS with a Limited Liability Company: LIST ALL Mi</li> </ul>	ICERS <u>and</u> ALL SHA any equity interest	REHOLDERS "S	f the corporation only has one officer, please w ole officer" after the officer's name.)
<ul> <li>Professional Corporation: LIST ALL OFF</li> <li>Partnership: LIST ALL PARTNERS with a Limited Liability Company: LIST ALL Mi</li> <li>Sole Proprietor</li> <li>Note: "Officers" means President, Vice Presofficer or Chief Financial Officer of a corpor</li> </ul>	ICERS and ALL SHA any equity interest EMBERS with any education sident with senior mation, or any person	REHOLDERS "s juity interest anagement resp routinely perfo	ole officer" after the officer's name.) onsibility, Secretary, Treasurer, Chief Executiv rming such functions for a corporation.
Professional Corporation: LIST ALL OFF Partnership: LIST ALL PARTNERS with a Umited Liability Company: LIST ALL Mi Sole Proprietor Note: "Officers" means President, Vice Pres Officer or Chief Financial Officer of a corpor	ICERS and ALL SHA any equity interest EMBERS with any ec- ident with senior m ation, or any person alid response. When	REHOLDERS ** quity interest anagement resp n routinely perfo re applicable, inc	onsibility, Secretary, Treasurer, Chief Executiv rming such functions for a corporation.
Professional Corporation: LIST ALL OFF Partnership: LIST ALL PARTNERS with a Limited Liability Company: LIST ALL Mi Sole Proprietor Note: "Officers" means President, Vice Pres Officer or Chief Financial Officer of a corpor Also Note: "N/A will not be accepted as a y	ICERS and ALL SHA any equity interest EMBERS with any equity ident with senior m ation, or any person alid response. Whe	REHOLDERS ** quity interest anagement resp n routinely perfo re applicable, inc	ole officer" after the officer's name.)  onsibility, Secretary, Treasurer, Chief Executive rming such functions for a corporation.   dicate "None."
Professional Corporation: LIST ALL OFF     Partnership: LIST ALL PARTNERS with a     Limited Liability Company: LIST ALL Mi     Sole Proprietor  Note: "Officers" means President, Vice Pres Officer or Chief Financial Officer of a corpor Also Note: "N/A will not be accepted as a v  All Officers of a Corporation or	ICERS and ALL SHA any equity interest EMBERS with any equity ident with senior m ation, or any person alid response. Whe	REHOLDERS ** quity interest anagement resp n routinely perfo re applicable, inc	onsibility, Secretary, Treasurer, Chief Executing such functions for a corporation.  Id greater shareholders of a corporation or <u>all</u> shareholders of a PC

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#### Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

 Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate State Political Party Committee County Political Party Committee

Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee Legislative Leadership Committee Full Legal Name of Recipient \_ Address of Recipient \_\_\_\_\_ Amount of Contribution \_ Date of Contribution \_ Type of Contribution (i.e. currency, check, loan, in-kind) \_ Contributor Name \_ Relationship of Contributor to the Vendor If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions Remove Contribution Add a Contribution Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

#### Part 3: Certification (Check one box only)

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under Part 1: Vendor Information.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under Part 1: Vendor Information, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) \( \sum\_{\text{1}} \) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
- All reportable contributions made by or attributable to the business entity have been listed above.

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- 3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
  - a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the
    - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
    - (ii) Any State, County or Municipal political party committee; OR
    - (iii)Any Legisative Leadership committee.
  - b) During the term of office of the current Governor or Lieutenant Governor to:
    - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
    - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
  - c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first

    - A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
       Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- 4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:
  - (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor: OR
  - (b) Any State, County or Municipal political party committee; OR
  - (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement,

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name	Print Name	
Title /Position	Date	

#### Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- · Is approaching its two-year certification expiration date and wishes to renew certification;
- · Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract

Forms should be submitted either electronically to:cd134@treas.nj.ggv , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

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33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

PUBLIC LAW 2005, CHAI		DISCLOSUR	ETOKSI
CONTRACT#: VENDOR/BII	DDER:		
At least ten (10) days <u>prior</u> to entering into the above-referenced Contract, Political Contribution Disclosure Form in accordance with the directions b Contract.			
NOTE that the disclosure requirements under Public Law 2005, Chapter requirements under Public Law 2005, Chapter 51 (formerly Executive Orderom entering into a contract by any information submitted on this form truthfully complete this form and submit it to the appropriate State agency Election Law Enforcement Commission.	der 134). Although n, a Vendor's/Bid	no Vendor/Bidd der's failure to f	ler will be precluded fully, accurately and
DISCLOSURE			
The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.			nmittee of a political
The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.			
"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."			
Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
		\$	
		\$	
		\$	
tuesh additional short if accessors		\$	
Attach additional sheets if necessary			
CERTIFICATIO	w		
I, the undersigned, certify that I am authorized to execute this certificat	•		
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/Bidder is under a continuing obligation from the date of			that the State of New
	tion on behalf of true and complete Bidder is under a	. I acknowledge continuing oblig	that the State of New ation from the date of
Jersey is relying on the information contained herein, and that the Vendor this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offens	tion on behalf of true and complete Bidder is under a te to notify the S	. I acknowledge continuing oblig tate in writing o	that the State of New ation from the date of of any changes to the
this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offens certification. If I do so, I will be subject to <u>criminal prosecution</u> under	true and complete /Bidder is under a ite to notify the S se to make a false the law, and it w	. I acknowledge <u>continuing oblige</u> tate in writing of statement or mis- ill constitute a m	that the State of New ation from the date of of any changes to the srepresentation in this naterial breach of my
this certification through the completion of any contract(s) with the Sta information contained herein; that I am aware that it is a criminal offens	true and complete /Bidder is under a ite to notify the S ie to make a false the law, and it w	. I acknowledge <u>continuing oblige</u> tate in writing of statement or mis- ill constitute a m	that the State of New ation from the date of of any changes to the srepresentation in this naterial breach of my
this certification through the completion of any contract(s) with the State information contained herein; that I am aware that it is a criminal offens certification. If I do so, I will be subject to criminal prosecution under agreement(s) with the State, permitting the State to declare any contract(s)	true and complete /Bidder is under a ite to notify the S ie to make a false the law, and it w	. I acknowledge <u>continuing oblige</u> tate in writing of statement or mis- ill constitute a m	that the State of New ation from the date of of any changes to the srepresentation in this naterial breach of my

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITA	ATION #: VENDOR:		
IN	PART 1  PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.  PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THES  OFFICERS/DIRECTORS	E INDIVIDUALS.	
NAME			
TITLE			
ADDRESS	1		
ADDRESS	2		
CITY	STATE ZIP		
NAME			
TITLE			
ADDRESS	1		
ADDRESS	2		
CITY	STATE ZIP		
NAME			
TITLE			
ADDRESS	1		
ADDRESS			
CITY	STATE ZIP		
Attach Ad	lditional Sheets If Necessary.		
	PART 2  PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO"		
	PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES		
	THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.		
		YES	NO
1.	Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or		NO
-	convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?		
2.	Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?		
3.	Are there currently any pending criminal matters or debarment proceedings in which the firm and/or officers and/or managers are involved?	its	
4.	Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?	t	
5.	Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?		
	IF <u>ANY</u> OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMAT LL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN ANI		

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: VENDOR/BIDDER:	BID SOLICITATION #: VENDOR/BIDDER:	
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#### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

#### CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute
a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this
certification to be void and unenforceable.

Signature	Date
Print Name and Title	

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33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:	VENDOR/BIDDER:
	PART 1 CERTIFICATION T COMPLETE PART 1 BY CHECKING ONE OF THE BOXES THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE
complete the certification below to attest, under penal is identified on the Department of the Treasury's Chafound on the Division's website at <a href="http://www.state.completing">http://www.state.completing the below certification. Failure to complet of the Division of Purchase and Property finds a perpovided by law, rule or contract, including but not I default and seeking debarment or suspension of the pa</a>	tity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must ty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, pter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is at ustreasure/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to tee the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director reson or entity to be in violation of the law, she shall take action as may be appropriate and imited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in sty. CHECK THE APPROPRIATE BOX
subsidiaries, or affiliates is listed on the N.J. I	2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, Department of the Treasury's list of entities determined to be engaged in prohibited ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
on the Department's Chapter 25 list. I will p	cause the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed rovide a detailed, accurate and precise description of the activities in Part 2 below and sign re to provide such information will result in the proposal being rendered as nonresponsive ons will be assessed as provided by law.
	PART 2 INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN necurate and precise description of the activities of the Vendon/Bidder, or one of its parents, tivities in Iran by completing the boxes below.
attachments hereto, to the best of my knowledge are contained herein, and that the Vendor/Bidder is un contract(s) with the State to notify the State in writing to make a false statement or misreoresentation in thi	CERTIFICATION  ecute this certification on behalf of the Vendor/Bidder, that the foregoing information and any true and complete. I acknowledge that the State of New Jersey is relying on the information for a continuing obligation from the date of this certification through the completion of any of any changes to the information contained herein; that I am aware that it is a criminal offense is certification. If I do so, I will be subject to criminal prosecution under the law, and it will the State, permitting the State to declare any contract(s) resulting from this certification void and
Signature	Date
Print Name and Title	

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# **AFFIRMATIVE ACTION EEO**

Letter of Federal Affirmative Action Plan Approval, or

**Certificate of Employee Information Report, or** 

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.)