



NEW JERSEY SPORTS & EXPOSITION AUTHORITY

REQUEST FOR PROPOSAL FOR OUTDOOR MARKET

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FOREWORD

The New Jersey Sports and Exposition Authority (the “Authority”), is requesting proposals (“Proposal”) from proposers who are Outdoor Market operators experienced in conducting Outdoor Markets on a continuous basis throughout the year (“Proposers”).

Sections I and IV of this RFP contain the requirements for the submission of the Proposal. Section II contains the terms and conditions of the Outdoor Market and the financial proposal. Section III contains criteria for qualification and evaluation for the Proposal. Proposers are reminded that awarding of this Proposal is based on both revenue sharing and documented qualifications of the Proposer to perform the services.

SECTION I - SUBMISSION OF THE PROPOSAL

A. MANDATORY PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-proposal conference ("Pre-Proposal Conference"), where additional information will be available and in a forum in which the Authority's staff will answer questions.

Attendance at the Pre-Proposal Conference is an absolute requirement and condition of the RFP process, and not meeting this condition (including not signing the attendance form), will result in the rejection of the RFP submission. The Conference will be held in the NJSEA's Parking Lot J located at 50 Rt. 120, East Rutherford, NJ 07073 on Tuesday, February 21, 2023 at 10:00 a.m.

Any questions arising from potential RFP respondents subsequent to the Pre-Proposal Conference must be raised in accordance with sub-section H of this Section.

B. SUBMISSION OF THE PROPOSAL

One original and three (3) copies of the sealed Proposal must be submitted to the Authority, at the below address, no later than 3:00 pm on Monday, February 27, 2023. E-mail submissions are **not** acceptable and Proposals submitted after this date will not be accepted. Proposals should be submitted to:

New Jersey Sports and Exposition Authority

One DeKorte Park Plaza

Lyndhurst, New Jersey 07071

Attn: Paula Speers

Phone: (201) 460-1700

Proposals are to be submitted in a sealed envelope/container clearly marked "Proposal – Outdoor Market", along with the name, address and telephone number of the Proposer and the bid opening date. The Proposer shall make no other distribution of the Proposal.

Proposer will assume the responsibility of fully acquainting itself with all terms and conditions and specifications set out in this Section I and in the other Sections of this RFP.

C. REJECTION OF PROPOSAL

The Authority reserves the right in its sole discretion to reject any or all Proposals in whole or in part, without incurring any cost or liability whatsoever. All Proposals will be reviewed for completeness of the submission requirements. If a Proposal fails to meet a material requirement of this RFP, or if it is incomplete or contains irregularities, the Proposal may be rejected. A

Proposal which fails to address each the submission requirements in this Section I or in Section IV, may be deemed non-responsive and rejected.

Immaterial deviations may cause a bid to be rejected. The Authority may or may not waive an immaterial deviation, informality, or defect in a Proposal, if it deems such action to be in the best interest of the Authority. The Authority's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with the RFP requirements.

Proposals that contain false or misleading statements may be rejected if in the Authority's opinion the information was intended to mislead the Authority regarding the evaluation of the Proposal or the requirements of the RFP.

The Authority shall have the right to award this contract to the Proposer that best meets specifications and conditions as set forth in this RFP.

D. ACCEPTANCE OF THE PROPOSAL AND SIGNING OF THE LICENSE AGREEMENT

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, in accordance with, and if in fact, a Proposal is accepted and an Outdoor Market License Agreement (hereinafter referred to as the "License Agreement") is entered into by the Authority.

The Proposer to whom the License Agreement is awarded shall within (10) ten business days of the notification of such award meet with Authority personnel for the purpose of finalizing the detailed terms and conditions of the License Agreement.

No contract or agreement, express or implied, shall exist or be binding on the Authority before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the Authority in its sole discretion, the Authority may enter into negotiations and sign a contract with any other Proposer who submitted a timely, responsive and responsible Proposal to this RFP.

Questions regarding the Authority's award of any business on the basis of Proposals submitted in response to this RFP, or on any other matter in connection with the selection process, should be submitted by email to njseabids@njsea.com with the phrase "Outdoor Markets RFP" in the subject line.

E. PROPOSAL PREPARATION

Proposers shall submit a sealed Proposal with a letter signed by an authorized representative of the Proposer.

Proposers must return all pages of the Proposal including any addendum issued prior to Proposal opening. Removal of any pages or modifications or deletions on any terms or conditions of the Proposal may result in the Proposal being considered non-responsive.

All additional letters or attachments are to be placed behind the Proposal.

F. PROPOSAL CONTENTS

To ensure complete and organized responses to this RFP, one (1) original and five (5) copies of the sealed Proposal should be submitted according to the format specified below:

SECTION	ITEM
	Transmittal letter
	Table of contents
A	Qualifications of Proposers
B	Financial proposal
Appendix A	contractual terms
Appendix B	Required forms

Transmittal Letter

The transmittal letter shall be a formal letter from the Proposer and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the Proposer to perform the work specified in the Proposal, and identify all materials and enclosures being forwarded in response to the Proposal. The letter shall also include the name of the person who shall serve as the Proposer's representative for all matters relating to the Proposal response. A statement shall be included that the Proposal submitted is valid for at least one hundred and eighty (180) days from the Proposal due date.

Table of Contents

The Proposer shall provide a table of contents consistent with the outline presented in this section.

G. ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Proposer should immediately provide the Authority with written notice and request that the RFP be clarified or modified.

If prior to the submission date, a Proposer knows of or should have known of an error in the RFP but fails to notify the Authority of the error, the Proposer shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

H. QUESTIONS REGARDING THE RFP

After the Pre-Proposal Conference, questions regarding the RFP may be addressed in writing to J. Duffy at NJSEABids@njsea.com, with the phrase "Outdoor Markets RFP" in the subject line.

However, all such questions must be submitted no later than eight (8) business days prior to the date for submission of Proposal. Questions and answers regarding the RFP will be shared with all Proposers known to be interested in submitting a Proposal.

I. ADDENDA

Any modifications or revisions to any part of this RFP will be made via addenda issued by the Authority. Addenda shall be posted on the public notice section of the Authority's website and will also be distributed, via email, to the Proposers who have notified the Authority that they wish to be added to the distribution list for this Proposal.

J. COSTS

The Authority shall not be liable for any costs incurred by the Proposer in submission of its Proposal.

K. PUBLIC RECORDS

Any Proposal received from the Proposer constitutes a public document that will be made available to a member of the public upon request pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et. seq. A Proposer may request the Authority to deem certain sections of its Proposal containing personal, financial or proprietary information non disclosable, which determination shall be in accordance with such act.

L. NOTICE

Where written notice is required in this RFP, the notice must be sent by U.S. mail and e-mail to NJSEABids@njsea.com with the phrase "Outdoor Markets RFP" in the subject line.

SECTION II - OUTDOOR MARKET: TERMS AND CONDITIONS

A. PURPOSE & DURATION

This RFP is for the purpose of establishing a contract between the Authority and a competent Outdoor Market operator to expertly conduct Outdoor Markets in parking lots of the Authority's facilities located at the MetLife Stadium in East Rutherford, New Jersey. It is anticipated that the Outdoor Market will be held on Saturdays from January through December and any such event may be cancelled or modified by the Authority.

Currently, the Outdoor Market operation utilizes one of the parking lots near the existing MetLife Stadium. The lot used for the booths / stands, currently Lot J, contains 1,600 parking spaces. The lots used for parking, currently known as Lot J contains 3,637 spaces. The current location of the Outdoor Market is shown on the map attached as Appendix C. The location of the Outdoor Market and the number of parking spaces used shall be as determined by the Authority from time to time.

The duration of the contract to be awarded pursuant to this RFP, is expected to be for a three-year period with an option to renew for two (2) additional one-year terms at the Authority's option under the same terms and conditions as the original contract.

B. FINANCIAL PROPOSAL

As part of the Proposal, the Proposer must propose an annual license fee ("License Fee") payable by it, exclusive of expense reimbursement.. The submitted Proposal shall include a License Fee amount of no less than \$530,000 ("Minimum Fee").

The Proposer should note that during the term of the License Agreement, at the discretion of the Authority, a Percentage Fee shall be calculated, which shall be defined as 30% of the gross receipts from the operation of the Outdoor Market for a given year. In the event that the Percentage Fee is greater than the License Fee for the year, the Licensee shall pay the Authority the amount of the Percentage Fee in lieu of the License Fee for the year, exclusive of expense reimbursement.

The Authority shall reject any Proposal that includes a License Fee that is less than the Minimum Fee of \$530,000.

The Authority will not consider conditional responses or conditions submitted as part of a Financial Proposal and reserves the right to reject conditional bids.

The Authority reserves the right to negotiate the terms of the License Agreement with the potential winning Respondent.

Payment shall be made by the Licensee to the Authority in the following manner for the License Agreement term of April 1-March 31: The License Fee, **which shall be no less than \$530,000**, shall be payable to the Authority for each year of the license in four equal payments on the following dates:

March 15 th	25% of the License Fee
May 15 th	25% of the License Fee
August 15 th	25% of the License Fee
November 15 th	25% of the License Fee

Within ninety (90) business days of the end of each calendar year, Proposer and the Authority will audit Proposer's gross receipts relating to the Outdoor Market to determine whether the Percentage Fee is greater than the Minimum Fee. If so, any difference between the Percentage Fee and the Minimum Fee, shall be required to be paid by the Proposer within ten business (10) days of such determination.

In this regard, the Proposer should additionally note that:

- The Outdoor Market operator will be responsible for any and all expenses relating to the Outdoor Market, including but not limited to utilities, rental and cleaning of portable toilets, garbage removal, parking related expenses, medical, security, snow removal etc.
- The Proposer shall provide the Authority, on a monthly basis, such records used for federal income tax preparation, as the Authority shall require for settlement purposes.

C. LICENSE AGREEMENT

Set forth as Appendix A are the contractual terms of the License Agreement. The final contractual terms shall be as agreed between the parties and shall also be subject to the existing Sports Complex Agreements (defined below). The Authority reserves the right to negotiate the terms of the License Agreement the potential winning Respondent.

D. OTHER CONDITIONS

In addition to the conditions set out in Appendix A, the Proposer should not that:

- The rights and obligations of the Outdoor Market operator and the conduct of the Outdoor Market shall be subject to and in accordance with the agreements entered into by the Authority in relation to the MetLife Complex (collectively, the “Sports Complex Agreements”).
- The performance and the scope 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.
- The Authority reserves the right to interview and accept or reject all Proposer personnel prior to their commencing work or at any time during the duration of the License Agreement, when it is in the Authority’s interest to do so. In all cases, the Authority’s decision will be binding on the Proposer.

SECTION III - EVALUATION FACTORS AND CRITERIA

A. QUALIFICATIONS OF PROPOSERS

Proposers shall be of known good reputation in the field of operation of Outdoor Markets on a continuous basis throughout the year and must submit with their Proposal evidence of their qualifications to satisfy the following conditions:

1. Proposer must submit a history and structure of the firm, indicating how long the firm has been operating Outdoor Markets.
2. Proposer must certify that it possesses a minimum of five (5) years' experience in conducting large scale Outdoor Markets on a continuous basis with heavy patron traffic. Submit a list of three (3) contracts, with contact persons and phone numbers, performed for similar sized and/or similar type Outdoor Markets over the past three (3) year period.
3. Proposer must also submit a list of all contracts that were terminated within the last three (3) year period and the reason for such termination.
4. The Proposer must submit financial statements, preferably certified, for the past two years of operations.
5. The Proposer must provide an outline of the proposed Outdoor Market operations to be conducted in the Authority's parking lots at MetLife Stadium in sufficient detail that will enable the Authority to make a proper evaluation. In addition to this outline, the proposer should provide a written analysis that supports why its retention as the Outdoor Market operator would best serve the Authority.

B. EVALUATION OF THE PROPOSAL

Each Proposal will be evaluated by an evaluation committee of the Authority based on the following criteria:

1. Experience and qualification of Proposer to satisfy specified requirements, including demonstrated ability to conduct a large scale Outdoor Market(s) on an ongoing basis at similar size entertainment or public facilities.
2. The past performance of the Proposer in conducting large scale Outdoor Markets on an ongoing basis at similar size entertainment or public facilities.
3. The financial proposal.
4. Credentials of the Proposer's team.

During the evaluation process, the Authority may require a Proposer's representative to answer

questions with regard to the Proposal and/or require certain bidders to make a formal presentation to the evaluation team.

	MAXIMUM POINTS
Experience and qualification of Proposer to satisfy specified requirements, including demonstrated ability to conduct a large scale Outdoor Market(s) on an ongoing basis at similar size entertainment or public facilities.	20
The past performance of the Proposer in conducting large scale Outdoor Markets on an ongoing basis at similar size entertainment or public facilities.	20
The financial proposal.	50
Credentials of the Proposer's team.	10

SECTION IV - STATUTORY BIDDING AND OTHER REQUIREMENTS

In addition, to the terms and conditions set out elsewhere in this RFP (including in Section I), each Proposal shall comply with the requirements set forth in this Section IV.

A. REVIEW BY STATE TREASURER

The State Treasurer of the State of New Jersey or his designee may review the disclosures submitted pursuant to this Section, as well as any other pertinent information concerning the contributions or reports thereof by the selected Proposer, prior to award, or during the term of the License Agreement. If the State Treasurer determines that any contribution or action by the selected Proposer constitutes a breach of contract or poses a conflict of interest in the awarding of the contract under this RFP, the State Treasurer may disqualify such Proposer from award under this RFP.

B. 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:

- a) **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.

- b) **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. 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.
- c) **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.
- d) **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 partnership, limited liability company, limited partnership association, or other such form of business organization.

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

- a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to 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.
- b) 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 at <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.
- c) 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 <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134> shall be provided to the intended awardee with the Notice of Intent to Award.

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 NJSEA (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 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.

C. 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:

- 1) 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.
- 2) 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.
- 3) 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 <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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.

D. AFFIRMATIVE ACTION

*Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq. (PL. 1975, C.127) N.J.A.C. 17:27*

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 job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by
the Division through the Division's website at
http://www.state.nj.us/treasury/contract_compliance.)

E. NOTICE OF SETOFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, if the Proposer is entitled to payment under the License Agreement 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 by the amount owed. In this regard, the Proposer shall certify acknowledgement of this by completing the form set out in Appendix 2.

F. NEW JERSEY PROMPT PAYMENT ACT

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.

G. SALES TAX

The Authority is an agency of the State of New Jersey and is exempt for the New Jersey sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (NJSA: 54:32B-1 et seq.

H. PREVAILING WAGE ACT

The New Jersey Prevailing Wager 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 his 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 Workforce Development as one who has failed to pay prevailing wages in accordance with the provisions of the Act.

I. DIANE B. ALLEN EQUAL PAY ACT

"Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B, Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, 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 <https://nj.gov/labor/equalpay/equalpay.html>."

"3. 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 <https://nj.gov/labor/equalpay/equalpay.html>

J. ADDITIONAL COMPLIANCES

The Proposer shall comply with Executive Order # 189, by Governor H Kean, annexed herewith in Appendix B.

In addition, pursuant to the New Jersey Office of State Comptroller's record retention requirement under N.J.A.A.C. 17:44-2.2, the Proposer agrees that it shall maintain all documentation related to products, transactions or services for a period of 5 (five) years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

K. ADDITIONAL FORMS AND DOCUMENTS

The Proposal shall be accompanied by the following forms and documents:

- Financial Proposal.
- New Jersey Business Registration Certificate.
- Non-Collusion Affidavit, in the form set out in Appendix B.
- Proposer's Affidavit of Authorization, in the form set out in Appendix B.
- Notice of Setoff for State Taxes, in the form set out in Appendix B.
- Experience Affidavit, in the form set out in Appendix B.
- Moral Integrity Affidavit, in the form set out in Appendix B.
- Corporate Resolution, in the form set out in Appendix B.
- Public Law 2005, Chapter 51 and Executive Order 117, in the form set out in Appendix B.
- Public Law 2005, Chapter 271, in the form set out in Appendix B.
- Ownership Disclosure Form, in the form set out in Appendix B.
- Disclosure of Investments in Iran, in the form set out in Appendix B.
- MacBride Principles Form, in the form set out in Appendix B.
- Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302.
- Certification of Non Involvement in Prohibited Activities in Russia or Belarus Pursuant to PL 2002 c3 Appendix B.

- 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. Appendix B.

SECTION V - APPENDICES

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APPENDIX A – TERMS OF THE LICENSE AGREEMENT

1.0 CONTRACTUAL PROVISIONS

- The Licensee must be willing to operate the Outdoor Market every Saturday throughout the year.
- The Licensee must be willing to permit the Authority to have the right to cancel any Outdoor Market date(s) for any reason including but not limited to, other major events scheduled at the facilities located at the MetLife Complex (i.e. MetLife Stadium, Arena & New Meadowlands Racetrack) without any obligation due or to become due to Licensee. Except in an emergency or if pursuant to the existing Sports Complex Agreements, the Authority shall provide the Licensee with 60 days' notice of such cancellation by telephone, email, or mail. In the event of an emergency or if pursuant to an existing Sports Complex Agreement, the Authority shall provide such notice as is reasonable under the circumstances. The Licensee may cancel any Outdoor Market date on 30 days' notice to the Authority. Upon such cancellation, the Authority agrees to cooperate with the Licensee to select a substitute date, if possible. However, the Parties acknowledge that the Authority shall have no obligation to provide an alternative Outdoor Market date.
- The Licensee must be willing to use the Licensed Area on the above Outdoor Market date(s) between the hours of 6:00 a.m. and 6:00 p.m. for the sole Permitted Use of setting up, operating and taking down the Outdoor Market and for restoring the Licensed Area to its condition prior to the Licensee's use. To the extent practicable, the following hours shall be observed, provided that the Outdoor Market must be taken down and the Licensed Area vacated not later than 6:00 p.m. unless the Authority has given the Licensee its prior written permission to extend its occupancy beyond 6:00 p.m.:
 - (i) 5:00 A.M. to 8:00 A.M. – Set-up
 - (ii) 8:00 A.M. to 4:00 P.M. – Outdoor Market
 - (iii) 4:00 P.M. to 6:00 P.M. – Take-down and clean-up
- Notwithstanding the foregoing, the Authority shall be entitled to set up and operate one booth for its own promotions within the Licensed Area on any such Outdoor Market date(s) at no cost, and to take such announcements during such Outdoor Market date(s) as it deems appropriate.
- Neither the Licensee nor its officers, agents, representatives, customers, guests, invitees or other persons having a contractual relationship with the Licensee shall be entitled to use any other portion of the MetLife Complex without the prior written consent of the Authority.

2.0 SALE ACTIVITIES

- The Licensee's Permitted Use of the Licensed Area shall be limited to sales/distributions at the Outdoor Market of "new" goods (excluding such goods as the Authority may, in its discretion, prohibit), "used" goods approved by the Authority and food and soft drinks, it being understood that the Licensee's failure to enforce this restriction shall subject the Licensee to action by the Authority including, not limited to termination of this Agreement, as well as other legal remedies.
- The Licensee agrees to follow the Authority's policies and requirements regarding advertising, promotions, sponsorships and like matters, including requirements under the Sport Complex Agreements. The Licensee acknowledges and agrees that pursuant to the Sports Complex Agreements, certain tenants(s) may have exclusive advertising and related rights as to the Licensed Area and any arrangement entered into by the Licensee is subject to such rights. Accordingly, each food vendor and advertising promotional relationship between the Licensee and third-parties must be approved in advance by the Authority.

3.0 THE LICENSE FEE AND EXPENSE REIMBURSEMENT

- The Licensee shall provide the Authority, on a monthly basis, such records used for federal income tax preparation, as the Authority shall reasonably require for settlement purposes.
- Each month during the term of the License Agreement the Licensee shall reimburse the Authority for all of its expenses (including, but not limited to, labor, materials, supplies, rentals, services, fees, taxes, and utility charges) incurred in connection with each Outdoor Market date(s) of the previous month.
- The Authority shall provide the Licensee, its officers, employees, agents and vendors certain parking spaces for the organization's own use on a complimentary basis at such locations as the Authority shall designate. All temporary stands, trailers may only be on site during Outdoor Market hours of operation ONLY; No permanent trailers will be permitted on site.

4.0 OBLIGATIONS OF THE PARTIES

- If for any reason the Licensee fails to make any of its required payments within thirty (30) days of the due date, the Licensee may be required to post an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by a financial institution acceptable to the Authority, naming the Authority as beneficiary, which Letter of Credit shall be in the amount of one-year's License Fee and one-year's expenses. By its own terms, the Letter of Credit posted shall expire only upon notification by the Authority to the issuer of the Letter of Credit

that the Authority has been paid and/or received the entire License Fee(s), and reimbursements. Notification by the Authority pursuant to this subsection shall be made within thirty (30) days after the Authority has received such License Fees, and reimbursements. If the Licensee fails to post said Letter of Credit within (30) days of receipt of a written notice by the Authority of its requirement, the Licensee shall be deemed to be in default and the Authority shall be permitted to exercise any and all of its rights available under the terms of the License Agreement. [In addition to the above, the Authority shall also be entitled to apply all admission and parking revenues to the payment of the Licensee Fee and/or expenses, and the Licensee waives all rights to that portion of the admission and parking revenue necessary to pay the License Fee, any installment thereof, and/or the expenses of the Authority.]

- The Licensee shall be responsible for all operating expenses which are not limited to the following, the cost of which it shall bear or reimburse to the Authority:
 - (i) All advertising and signage, to be provided by Licensee subject to prior approval by the Authority;
 - (ii) Utilities, such as electric (including that for extra lights and the like), gas and plumbing, subject to prior approval by the Authority of the lay-out and connections for such utilities;
 - (iii) Recycling, which will include expenses for removal of the recycling;
 - (iv) Adequate, clean potable restrooms and disposal of waste therefrom to be provided by Authority; and
 - (v) All equipment, including utility systems, lighting, telephones, fencing, temporary shelters, temporary stands or kiosks, that may be necessary to be provided by the organization;
 - (vi) Maintenance and clean-up of the Licensed Area, including daily removal and replacement (as appropriate) of the traffic markers and trash cans;
 - (vii) Snow removal, which may only be performed by the Authority or its Contractor, and only upon the request of the organization;
 - (viii) Appropriate security; it being the Authority's sole and exclusive right, but not obligation, to control the Licensed Area and its other facilities and to recover and maintain custody of all property left therein;
 - (ix) Trash removal;
 - (x) Parking and traffic personnel to be provided by the Authority or its designee; and

- (xi) Medical personnel to be provided by the Authority.
- The Authority shall be responsible for the following, the cost of which it shall bear:
 - (i) traffic markers;

5.0 Vendors

The Licensee represents or warrants that it will maintain, in full force, valid agreements with a number of vendors to participate in the Outdoor Market to be operated in the Licensed Area. The Authority reserves the right to obtain copies of such contracts on demand, provided the Authority agrees not to use the information contained in such contracts to complete, directly or indirectly, with the Licensee with respect to the establishment or operation of Outdoor Markets during the term of the License Agreement. The Authority may, in its discretion, preclude the participation in the Outdoor Market of any vendor whose goods, conduct, or business practices the Authority deems objectionable or as to whom the Licensee has failed to provide the Authority with evidence of the insurance coverage required by the License Agreement.

6.0 Indemnification

The Licensee shall defend, indemnify and save harmless the Authority, its officers, agents and employees, of and from any and all claims and demands of any kind whatsoever by whomever brought, including, but not limited to, claims for personal injuries (including death) and claims for property damage, directly or indirectly arising out of or resulting from: 1) The Licensee's use or occupancy of the Licensed Area or of the business conducted by the Licensee or its vendors thereon; or 2) out of the acts or omissions of Licensee, its officers, members, employees, agents, representatives, vendors, customers, guests, invitees or any other persons having a relationship with Licensee; or 3) any default by Licensee in its performance or observance of its covenants or obligations under the License Agreement. This indemnification shall not apply to instances of the Authority's gross negligence.

7.0 Insurance

The Licensee shall maintain, at its sole cost and expense, Comprehensive General Liability insurance with reasonable deductible and with minimum limits of One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, Products Liability and coverage for all acts or omissions of any agents or performers or contractors or subcontractors retained by Licensee. Coverage must name the Authority as an additional insured. Such insurance policies shall provide for a 30-day notice of cancellation to the Authority. The Licensee shall also maintain Worker's Compensation insurance coverage in a form that shall be acceptable to the Authority in its sole discretion. The Licensee shall provide to the Authority, certificates of worker's compensation and guarantees of indemnification (per contract) from vendors upon request.

The Licensee shall provide the Authority with evidence of such liability and Worker's

Compensation insurance prior to the first Outdoor Market date. Notwithstanding the foregoing, Licensee's liability to the Authority in respect of its use or occupation of the Licensed Area shall in no way be limited by the provision, or amount of the insurance hereunder.

The Licensee shall provide the Authority prior to the first Outdoor Market date with evidence of Worker's Compensation Insurance. The Licensee shall also provide signed Indemnification Agreement guaranteeing that the Licensee will indemnify the Authority with regard to any claims that emanate from the vendor's operations during the Outdoor Market that are not paid for by insurance. Vendors will not be allowed to sell or perform unless the appropriate Certificate of Insurance and Indemnification Agreement are provided.

8.0 Conditions of Limitation

The License Agreement is subject to the limitation that if the Licensee shall fail to pay the License Fee or any installment thereof, or any other of its monetary obligations, including but not limited to the posting of a Letter of Credit if required, hereunder then due, or if Licensee, whether by action or inaction, shall be in default of any of its non-monetary obligations hereunder for a period of five (5) business days beyond the date that the Authority shall have notified the Licensee of such default, such failure shall constitute a default hereunder entitling the Authority to avail itself of any right or remedy provided to it under the License Agreement or at law or equity.

Upon Licensee's default, the Authority may reenter and take possession of the Licensed Area and may recover immediately the License Fee remaining unpaid by the Licensee together with any other sums due hereunder and damages or losses of the Authority arising there from, or in connection therewith, plus interest on such sum at prime rate per annum published in the Wall Street Journal, plus two percent (2%) from the date of default until the date of payment to the Authority in full.

9.0 General Conditions

The Licensee shall not use or mention for advertising, solicitation or promotional purposes the name of the Authority or any of its organizations or tenants, or any variation thereof, nor shall the Licensee use any simulation, emblem, logo, depiction or picture of the Authority's facilities for any purpose whatsoever, unless approved in writing by the Authority, in its sole and absolute discretion. The Licensee's proposed decorations and/or furnishings shall in no event be permanently affixed to any portion of the Licensed Area.

The Authority shall be entitled to require Licensee, and its officers, members, employees, agents, representatives, vendors, guests, invitees and other persons having any relationship with it, to provide and to wear a suitable means of identification, which shall be subject to the prior written approval of the Authority.

The Authority shall have the right to object to the Licensee regarding, among other things, the demeanor, conduct and appearance of the organization's officers, members, employees, agents,

representatives, customers, vendors, guests, invitees, and other persons having any relationship with the Licensee, or the appearance or conduct of any Outdoor Market or portion thereof, whereupon the Licensee will take steps as necessary to remove the cause of the Authority's objection.

The Licensee acknowledges that the Authority does not assume any responsibility whatsoever for any property used by or brought to the Licensed Area by the Licensee or for the Licensee's officers, members, employees, agents, representatives, customers, or any party having a relationship with the Licensee. The Authority agrees to provide such security and maintenance personnel as the Authority deems to be adequate, in its sole discretion, to allow the Licensee to use the Licensed Area in a safe and clean fashion and without interference from non-invitees. The Licensee acknowledges that the Authority's security personnel will not carry weapons of any sort and will not have the power to arrest.

The Licensee acknowledges that its activities in the Licensed Area may be subject to collective bargaining agreements between the Authority and labor organizations representing its employees, and agrees that it shall not engage, or cause the vendors or other persons to engage in activities that may constitute a breach of such collective bargaining agreements. Accordingly, the Authority reserves the right to require the Licensee to employ its personnel to perform all work, not limited to that described in the License Agreement, that may be necessary to the operation of the Outdoor Market in Licensed Area at costs to be reimbursed to the Authority by the Licensee.

The License Agreement is not assignable without the prior written consent of the Authority, and any purported assignment or attempt to assign without the Authority's approval shall be null and void. The License Agreement does not constitute, nor shall it be deemed to convey an interest of any kind whatsoever in the Authority's facilities at the MetLife Complex or elsewhere. The Authority may terminate the License Agreement at any time, with notice, in its discretion, whenever it deems the Licensee to be in default of the provisions of the License Agreement and may offset against any monies due to Licensee, all costs and damages, liabilities and expenses, including attorney's fees, suffered by or claimed against the Authority, arising out of or resulting from any default of the Licensee in the performance or observance of the terms of the License Agreement. Moreover, the Authority reserves the right to terminate the entire License Agreement without further obligation or liability should the Authority determine, in its sole reasonable discretion, that circumstances beyond the control of the Authority are rendering the License Agreement impractical of performance, in which event the Authority shall give the Licensee appropriate written notice as soon as practicable under the circumstances and, upon the expiration of a period of ten (10) business days immediately subsequent to the receipt by the Licensee of such notice, the License Agreement shall terminate forthwith. Such termination shall not be based on economic reasons except as otherwise permitted by the License Agreement.

The Licensee acknowledges its sole and exclusive responsibility for obtaining, as a precondition of its right to operate the Outdoor Market, any and all federal, state and local permits, licenses and/or approvals that shall be necessary for the intended use or occupancy of the Licensed Area

by the Licensee and its vendors.

The Licensee covenants that its use of the Licensed Area shall be in full regard for public safety and in compliance with all applicable federal, state and local laws, rules and regulations of any kind whatsoever, including East Rutherford Borough ordinances with respect to fire safety, crowd protection and recycling. All means of access to and egress from the Licensed Area shall be kept clear and shall not be used for purposes other than access or egress.

Nothing contained in the License Agreement shall be construed as creating a partnership or joint venture between the Authority and the Licensee, nor to deem the Licensee an agent of the Authority, nor to create any rights in or for the benefit of third parties. The Authority and the Licensee shall represent and warrant that neither has dealt with or employed a broker in connection with the License Agreement, nor has either made any representation with respect to the Licensed Area, except as expressly set forth in the License Agreement.

The License Agreement shall embody the entire agreement and supersede all prior agreements between the parties. The Licensee shall acknowledge that no right, privilege, easement, or license is acquired except as expressly provided in the License Agreement. The License Agreement shall be governed by the laws of the State of New Jersey, and the Authority and the Licensee each waive trial by jury in any action, proceeding, or counterclaim, brought by either of them against the other in connection with any matter arising out of or connected with the License Agreement. The License Agreement shall be binding upon successors and assigns and shall not be recorded.

No payment by the Licensee of a lesser amount than that which may be required to be paid under the License Agreement shall constitute an accord and satisfaction, notwithstanding an endorsement to the contrary on such check or payment and the Authority may accept such lesser payment without prejudice to its rights to recover the balance due or to pursue its other remedies hereunder.

Notwithstanding anything to the contrary in the License Agreement, the individual commissioners, officers, employees, agents, and subcontractors of the Authority, its joint ventures, partners, tenants in common or associates, shall have absolutely no personal liability or obligation hereunder or any liability arising under the License Agreement and the Licensee shall look solely to Authority's equity in the Licensed Area in connection with satisfaction of any claim against the Authority under the License Agreement.

APPENDIX B - ADDITIONAL FORMS

A. EXECUTIVE ORDER # 189

EXECUTIVE ORDER # 189

Violation of the following prohibitions on vendor activities shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:

- a. "No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph c."

As used here, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency.

B. 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 and say that :

I am the (TITLE) _____ of (COMPANY) _____

_____, the Bidder making the Bid for this Contract;

I execute the said Bid with full authority to do so;

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action to restrain free, competitive bidding in connection with the above named Project; and,

All statements contained in said Bid, and in this affidavit, are true, correct, and made with the full knowledge that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained in the Bid and this affidavit in awarding the Contract for the Project.

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

(NAME OF BIDDER) _____

(N.J.S.A. 52:34-15)

Subscribed and sworn to
before me this _____ day
of _____ 20____.

(Notary Public)

My commission expires on _____

C. AFFIDAVIT OF AUTHORIZATION

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

AFFIDAVIT OF AUTHORIZATION

State of _____

SS:

County of _____

_____, being duly sworn, deposes and

says that he resides at

_____, that he is the

(TITLE) _____ who signed the Proposal that he

was duly authorized to sign, that the Proposal is a true offer of the Proposer, that the seal

attached is the seal of the Proposer, and that all declarations and statements 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 this _____ day
of _____ 20____

(Notary Public)

My commission expires on _____

D. NOTICE OF SET-OFF FOR STATE TAXES

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 L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or 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 BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Date: _____

E.

STATE OF NEW JERSEY

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

EXPERIENCE AFFIDAVIT

The Proposer 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 Proposer'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____

F. MORAL INTEGRITY AFFIDAVIT

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

MORAL INTEGRITY AFFIDAVIT

State of _____

SS:

County of _____

I, _____, the (TITLE)

_____, of

(COMPANY) _____,

hereinafter called the Proposer, being first duly sworn; deposes and says that:

1. The Proposer has submitted the Proposal regarding this contract with the New Jersey Sports and Exposition Authority on _____.
2. The Proposer wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports and Exposition Authority.
3. As of the date of signing this Affidavit, neither the Proposer, 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 Proposer nor 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):

_____.

5. The State of incorporation of the Proposer is: _____.

6. If the answer to question #5 is a state other than New Jersey, that the Proposer has received from the Secretary of the State of New Jersey, a certification authorizing the corporation to conduct business in New Jersey.
7. The names and addresses of the principals, shareholders and officers of the Proposer are as follows:

(Use additional sheet if required)

8. He is personally acquainted with the operations of the Proposer, 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 Sports and Exposition Authority to accept the Bid for this Contract, knowing that the New Jersey Sports and Exposition Authority relies upon the truth of the statements contained herein.

Proposer

(Type of print name of affiant under
signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____.

(Notary Public)

My commission expires on _____

G. CORPORATE RESOLUTION

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION

CORPORATE RESOLUTION FORM

BE IT RESOLVED, By the Board of Directors of _____ that the president (_____) be and hereby is authorized to make, execute and deliver a contract FOR: with the New Jersey Sports and Exposition Authority and that the Secretary (_____) be and hereby is authorized to attest to the execution of the same and affix the corporate seal thereto.

BOARD OF DIRECTORS

SECRETARY

(SEAL)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of (_____) adopted at a (_____) , meeting held on _____ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of (_____)

this _____ day of _____ 2010.

SECRETARY

(SEAL)

H. **PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117**

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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 (<https://www.njstart.gov/bsa/>) to check the status of a vendor's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. 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 CD134@treas.nj.gov 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 number.

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.)

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 must 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.

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 contract or agreement to:

- (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 Legislative 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 term of office to:

- (i) A candidate committee or election fund of the incumbent 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.

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 with a State Agency.

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

I. **PUBLIC LAW 2005, CHAPTER 271**

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

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.

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
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	

Attach additional sheets if necessary

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 void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

J. **OWNERSHIP DISCLOSURE FORM**

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2.
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?		
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.		
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?		
3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies?		
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?		

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets if Necessary.

PART 2 continued		
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES		
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION	
<p>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 <u>continuing obligation</u> 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 <u>criminal offense</u> 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 void and unenforceable.</p>	
Signature (Do not enter vendor ID as a signature)	Date
Print Name and Title	
FEIN/SSN	

K. **DISCLOSURE OF INVESTMENTS IN IRAN**



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 130 TRENTON, NEW JERSEY 08625-0130

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

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 void and unenforceable.

Signature

Date

Print Name and Title

L. MACBRIDE PRINCIPLES FORM



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder 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 principles 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 principles 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 principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

M. CERTIFICATION OF NON INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

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

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

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

N. 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

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

Please be advised that failure to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

I, the undersigned, acknowledge receipt of this notice:

Signature: _____

Name: _____

Designation: _____

Date: _____

APPENDIX C – LOCATION OF THE OUTDOOR MARKET

