



NEW JERSEY SPORTS & EXPOSITION AUTHORITY

REQUEST FOR PROPOSAL FOR REGENERATIVE AIR STREET SWEEPER ON AN INTERNATIONAL CHASSIS OR EQUIVALENT

This RFP will be available for download from the public notice section of the NJSEA website (www.NJSEA.com) beginning on November 6, 2025 after 2:00 P.M. All questions and concerns must be submitted using, njsearfp@njsea.com by November 14, 2025. Proposers are required to send a notice of interest, which should include name, address, phone number and an e-mail address of the Proposer, in order to receive any addenda. which will also be posted on the public notice section of the New Jersey Sports and Exposition Authority website.

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SECTION I – OVERVIEW AND EQUIPMENT SPECIFICATIONS

The New Jersey Sports and Exposition Authority (the “Authority” or “NJSEA”) is issuing this Request for Proposal (“RFP”) to solicit Proposals for the purchase of one (1) Regenerative Air Street Sweeper on an International Chassis, or equivalent. It is the intent of the NJSEA to award this Contract to the lowest responsible bidder.

IMPORTANT DATES		
Date	Time	Event
November 6, 2025	2:00 PM	RFP Documents Available for download
November 14, 2025	1:00 PM	Question Deadline
November 21, 2025	2:00 PM	Final Addendum/ NJSEA Response to Questions Issued
December 4, 2025	12:00 PM	Proposal Submission Deadline

SPECIFICATIONS FOR REGENERATIVE AIR STREET SWEEPER ON AN INTERNATIONAL CHASSIS, OR EQUIVALENT

The NJSEA is seeking a Regenerative Air Street Sweeper on an International Chassis, or equivalent (“Street Sweeper”). Proposers may propose an alternative chassis brand, provided the Street Sweeper, including the chassis, meets or exceeds the performance, functionality, and technical specifications set forth herein. Proposed equivalents must include detailed specifications, documentation, and evidence demonstrating compliance with specifications set forth in Section I of this RFP. The final determination of equivalency will be at the discretion of NJSEA.

The time allowed under this Contract for delivery of the Street Sweeper to the NJSEA, is 180 calendar days from the date of Award.

The NJSEA may terminate this solicitation following award should Proposer fail to comply with any material provision of this RFP, including failure of Proposer to meet the delivery deadline.

The specifications below provide a set of minimum general requirements for the Street Sweeper. The Street Sweeper and its components may be identified by known brand names; however, Proposers may offer any brand that meets the requirements of this RFP.

SWEeper AUXILIARY ENGINE

- Engine: John Deere 4045 turbo FT4, 4 cyl., (275 in³ (4.5 L)), or equivalent
- Power: Minimum 99 HP @ 2200 RPM (74 kW)
- Net torque: Minimum 315 lb-ft @1600 RPM (427 Nm)
- Auxiliary engine fuel tank shared with chassis
- Diesel fuel tank capacity: Minimum 51 gal (193 L)
- DEF tank: dedicated
 - o Capacity (volumetric): Minimum 5.4 gal (20.6 L)
 - o Capacity (useable): Minimum 3.8 gal (14.4 L)
- Auxiliary engine protection system

BLOWER, RUBBER COATED

- Aluminum alloy, high volume, open face turbine

DUST SEPARATOR, RUBBER LINED, HIGH CAPACITY

- Type: Cyclonic, multi-pass, centrifugal separation
- Size: Minimum 20 x 61 in cylindrical area (51 x 155 cm)
- Dust separator located adjacent to blower within hopper
- Particulate removal achieved through skimmer slot into skimmer hood
- Separator door opens from hopper exterior
- Abrasion resistant housing w/ replaceable wear resistant liner

HOPPER

- Capacity (volumetric): Minimum 7.3 yd³ (5.6 m²)
- Capacity (useable): Minimum 6 yd³ (4.6 m³)
- Construction: Welded steel plate with integral stiffeners
- Floor angle: Approx. 22°
- Dump method: Hydraulic with raker bar
- Dump direction: Rear
- Dump Height: Minimum 36 in (91.5 cm)
- Must include inspection doors: One on each side of hopper, each with a minimum area of 9.75 x 29 in (25 x 73.5 cm)

PICK-UP HEAD

- Type: Dual chamber
- Width (inside dimension): Minimum 87 in (221 cm)
- Suction hose diameter: Minimum 14 in (35.5 cm)
- Pressure hose diameter: Minimum 14 in (35.5 cm)
- Pressure bleeder: Cable operated
- Reverse pick-up head system

GUTTER BROOMS, TWIN

- Drive: Constant speed non-reversible hydraulic motor
- Adjustment: Adjustable for down pressure, pattern and wear

- Down Pressure: Automatic
- Flexibility: Integral anti-damage “swing away” relief valve
- Broom: Minimum 43 in dia. (109 cm) steel wire, vertical digger
- Floodlights: (2) LED
- Two Parabolic mirrors: Minimum 10.5 in (26.67 cm) diameter each

HYDRAULIC SYSTEM

- Operates gutter broom(s), dump and pick-up head
- Drive: Gear driven from auxiliary engine
- Flow rate: Minimum 8 GPM (30.3 LPM)
- Reservoir: Minimum 25 gal (94.6 L) w/ 80 mesh suction strainer, sight/temperature gauge
- Cooler: Air to oil integral with auxiliary engine heat exchanger
- Return filter
- Vent filter
- Hydraulic temperature shutdown system w/ temperature gauge in cab

DUST CONTROL SYSTEM

- Water spray nozzles for dust suppression
- Pump: Electrical diaphragm
- Reservoirs: Polyethylene minimum 220 gal (833 L) total minimum
- Filter: 80 mesh in-line
- Low water shut off: Safety shut-off with audible and visual indicator in cab
- Spray nozzles:
 - Around pick-up head: 4
 - Gutter brooms (each): 2
 - Hopper (inside): 1
- Hydrant fill hose w/ storage area: Minimum 20 ft. (6 m)

CONTROL SYSTEM

- System: multiplexed electrical system includes hardware and software that integrated the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features and on-board diagnostics (OBD) for the auxiliary engine and sweeper through the display
- Display: pedestal mounted touchscreen display provides sweeper and auxiliary engine data and includes hour meters (trip and total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and broom assist head, if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, over speed warning, low water audible alarm, dust control system winterization guide, and OBD
- Interior: pressure bleeder control, display, auxiliary fuse panel, illuminated control switches: pick-up head, gutter brooms, auxiliary engine RPM, dust control water system nozzles, safety lights
- Exterior: dump switch, control module

SAFETY/WARNING DEVICES

- Alternating LED rear flashers (2)
- Rear view camera system
- Back-up alarm

- SAE Class 1 amber beacon light with limb guard – LED

OTHER EQUIPMENT

- Auxiliary Hydraulic System
- Abrasion Protection Package
- Dump Switch in Cab
- Hopper Deluge system
- Pick-up Head Curtain Lifter
- Stainless Steel Hopper
- Standard White Paint

CHASSIS

- International Chassis, or equivalent
- GVWR: Minimum 33,000 lb.
- Gear ratio: Approx. 6.50 (single speed)
- Wheelbase: Maximum 165"
- Fuel: Diesel
- DEF tank: Minimum 7 gal (26.5 L)
- Length (sweeper body & chassis only): Maximum 278 in (706 cm)
- Width (between outside tips of stowed twin gutter broom bristles): Maximum 121 in (307 cm)
- Height: Maximum 118 in (300 cm) @auxiliary engine

REQUEST FOR PROPOSAL: ONE REGENERATIVE AIR STREET SWEEPER ON AN INTERNATIONAL CHASSIS complete with all standard equipment listed above, OR APPROVED EQUIVALENT

SECTION II - SUBMISSION OF THE PROPOSAL

A. SUBMISSION OF THE PROPOSAL

The Proposal must be submitted to the Authority, as a hard copy at the below address, or electronically by email to njsearfp@njsea.com no later than 12:00 PM on Thursday, December 4, 2025. Proposals submitted after this date and time will not be accepted. Proposals meeting the requirements of this section may be submitted by delivery service, courier, US Mail, hand delivery, or email.

Proposals submitted by hardcopy should be sent to:

New Jersey Sports and Exposition Authority
One DeKorte Park Plaza
Lyndhurst, NJ 07071 Attn: Tom Guthrie

Proposals submitted by mail or hand delivery shall be in a sealed envelope/container clearly marked “Proposal – Regenerative Air Street Sweeper on an International Chassis, or Approved Equivalent” along with the name, address and telephone number of the Proposer and the Proposal opening date.

If submitting in hardcopy, Proposers shall submit one (1) original and two (2) copies of the Proposal.

Proposals submitted via email shall have “Proposal – Regenerative Air Street Sweeper on an International Chassis” in the subject line and name, address and telephone number of the Proposer and Proposal opening date in the email contents.

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 II and in the other Sections of this RFP.

B. REJECTION OF PROPOSAL

Per N.J.S.A. 5:10-21.1, any Proposal may be rejected when the Authority determines that it is in the public interest to do so.

All Proposals will be reviewed for completeness of the submission requirements. If a Proposal fails to meet a material requirement of this RFP, the Proposal shall be rejected. A deviation is material to the extent that a Proposal is not in substantial accord with the RFP requirements. A Proposal which fails to address each the submission requirements, shall be deemed non-responsive and will not be further considered.

The NJSEA reserves the right in its sole discretion to reject any or all Proposals in whole or in part pursuant to N.J.S.A. 5:10-21.1, without incurring any cost or liability whatsoever.

Immaterial deviations may cause a Proposal to be rejected. The Authority may or may not waive an immaterial deviation or defect in a Proposal. 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 at the NJSEA's sole discretion. Proposals may be rejected if, in the NJSEA's opinion, information contained in the Proposal is intended to mislead the NJSEA regarding the evaluation of the Proposal or the requirements of the RFP.

C. ACCEPTANCE OF THE PROPOSAL AND SIGNING OF THE AGREEMENT

The issuance of this RFP does not commit the Authority to make an award.

No contract or agreement, express or implied, shall exist or be binding on the Authority before the issuance of a purchase order.

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 njseafp@njsea.com with the phrase "Proposal - Regenerative Air Street Sweeper on an International Chassis RFP" in the subject line.

D. PROPOSAL PREPARATION

Proposers shall submit a Proposal via email or hardcopy as indicated in Section A above, with a letter signed by an authorized representative of the Proposer.

E. PROPOSAL CONTENTS

Proposal submission shall include the following:

- Financial Proposal
- Attach specification sheets for equipment. Indicate, as part of the submission, any variation in the required specification
- As part of the submission, indicate availability date of equipment.
- Include all required forms as set forth in "Section IV - Additional Forms and Documents"
- If submitting in hard copy, Proposers shall submit one (1) original and two (2) copies of the Proposal.

F. ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to the Proposal submission date, 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 Proposal 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.

G. QUESTIONS REGARDING THE RFP

Questions regarding the RFP must be addressed in writing at njseafp@njsea.com with the phrase "Questions regarding Regenerative Air Street Sweeper on an International Chassis RFP" in the subject line. All such questions must be submitted by the deadline to submit questions listed in Section I of this RFP. Questions and answers regarding the RFP will be provided in the form of an addendum to this RFP and will be posted on the public notice section of the New Jersey Sports and Exposition Authority website and shared, via email, with all

Proposers who have notified the Authority that they wish to be added to the distribution list for this Proposal.

H. 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 New Jersey Sports & Expositions website and shared via email, with all Proposers who have notified the Authority that they wish to be added to the distribution list for this Proposal.

I. COSTS

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

J. 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 nondisclosable, which determination shall be in accordance with such act.

K. NOTICE

Where written notice is required in this RFP, the notice must be sent by U.S. mail, courier, or delivery service and e-mail to Tom Guthrie at the addresses listed above with the phrase “Regenerative Air Street Sweeper on an International Chassis RFP” in the subject line.

L. AWARD

It is the intent of the NJSEA to award a contract to the lowest responsible bidder whose Proposal conforms to the terms of this RFP.

SECTION III - 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 III.

A. REVIEW BY STATE TREASURER

The State Treasurer of the State of New Jersey or their 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 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. PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30) a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct Proposers on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

The NJSEA has determined that the procurement meets the definition of "fair and open process" as defined above. Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2003), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions. **Accordingly, submission of the above referenced disclosure forms is not required as part of this procurement and are not included in the list of required submissions.**

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;

- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) 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 Lieutenant Governor;
- (5) 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;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) 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.

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.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A. 19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 333 Proposer Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

C. BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the NJSEA 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. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the NJSEA.

The bidder/proposer/contractor shall maintain and submit to NJSEA a list of subcontractors and their addresses that may be updated from time to time with the NJSEA during the course of contract performance. The bidder/proposer/contractor shall submit to the NJSEA a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

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.

The bidder/proposer/contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall during the term of the contract, 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, P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <HTTP://www.state.nj.us/treasury/revenue/busregcert.shtml>.

D. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A.10:5-31 et seq, (P.L. 1975, c.127), N.J.A.C. 17:27-1.1 et seq. , N.J.S.A.10:2:1

During the performance of the Agreement, the Proposer agrees as follows:

The Proposer or its 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 Proposer or its 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 Proposer or its subcontractor, where applicable, will send to each labor union or representative or workers

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

The Proposer or its 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 Proposer or its subcontractor agrees to make good faith efforts to employ minority and woman workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Proposer or its 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 Proposer or its 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 Proposer or its 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 Proposer 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.

The Proposer and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor,

shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates; B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

E. INDEMNIFICATION

The Proposer selected pursuant to this RFP shall indemnify, defend, and hold harmless the NJSEA and its members, officers and employees against any and all claims arising out of or resulting from performance of the Proposer's services contemplated by this RFP.

F. INSURANCE

The selected Proposer shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 calendar days' written notice of cancellation or material change to the NJSEA at the address shown below. If the Proposer's insurer cannot provide 30 calendar days written notice, then it will become the obligation of the Proposer to provide the same. The Proposer shall provide the NJSEA with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 calendar days of the expiration of the insurance. The Proposer shall not begin to provide services or goods to the NJSEA until evidence of the required insurance is provided. The certificates of insurance shall indicate the title of the contract and shall list the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071 as the Certificate Holder. Prior to the issuance of a purchase order, the certificates shall be emailed to the NJSEA at: pspeers@njsea.com

The insurance to be provided by the Proposer shall be as follows:

A. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The NJSEA must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the NJSEA's behalf or on NJSEA controlled property;

B. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

G. NOTICE OF SETOFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, if the Proposer is entitled to payment under the 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 Section IV and returning with the Proposal.

H. 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 NJSEA 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. NJSEA will provide Vendor with Payment Voucher upon award of contract.

I. 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.

J. NEW JERSEY EQUAL PAY ACT

Diane B. Allen Equal Pay Act Pursuant to the 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/equalpay/equalpay.html>

K. ADDITIONAL COMPLIANCES

The Proposer shall comply with Executive Order # 189, by Governor H Kean regarding standard prohibiting conflicts of interest.

Accordingly, the following prohibitions on vendor activities set forth in EO #189 are incorporated herein:

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 above. 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 3c.

In addition, pursuant to the New Jersey Office of State Comptroller's record retention requirement under N.J.A.C. 19:70-1.6, 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.

L. DISCLOSURE OF INVESTMENTS IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons of Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. This form must be submitted prior to the time the Contract is awarded. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

M. DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

N. ADDITIONAL FORMS AND DOCUMENTS

The Proposal shall be accompanied by the following forms and documents unless otherwise indicated below:
(Forms can be found in Section IV Financial Proposal and Proposal Documents)

- Proposer's Affidavit of Authorization
- Notice of Setoff for State Taxes
- Moral Integrity Affidavit
- Disclosure of Investments in Iran. (must be submitted prior to Contract award)
- Disclosure of Prohibited Activities in Russia and Belarus (must be submitted prior to Contract award)
- Ownership Disclosure Form

- Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302. (to be submitted prior to execution of contract with selected vendor)
- 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

O. E.O. 166 PUBLIC POSTING NOTICE

Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No.

166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its

proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

P. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

As required by 2 CFR 200.317, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions set forth in the "STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS," attached hereto as Attachment 1.

Q. OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or limited liability company, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer's failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

A Proposer's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Proposer.

SECTION IV – FINANCIAL PROPOSAL AND BID DOCUMENTS

The Proposer must submit pricing and trade in values using the Financial Proposal Sheets below.

A. FINANCIAL PROPOSAL

NJSEA Project –Regenerative Air Street Sweeper on an International Chassis, or equivalent

I (we) hereby propose to furnish the products as described in the Proposal Documents for Regenerative Air Street Sweeper on an International Chassis, or Approved Equivalent. The Total Lump Sum Price shall include all labor, materials, transportation, and equipment necessary and reasonably incidental to furnish and deliver the equipment under this RFP.

(\$ _____)

Total Lump Sum Price - *in words*

(\$ _____)

Total Lump Sum Price- *in figures*

Please be aware that in case of a discrepancy between prices shown in the figures and in words, the words will govern.

By submission of this Proposal, Proposer commits to completing the purchase and delivery within 180 calendar days from date of contract award.

Proposer Information:

Name of Company: _____

Business Address: _____

Business Phone Number: _____

Signature and Title of Authorized Representative of Proposer:

Signature: _____

Printed Name: _____

Printed Title: _____

B. NON- COLLUSION AFFIDAVIT

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

NON-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

The undersigned, being duly sworn according to law, deposes and says:

- i. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Sports and Exposition Authority (“Authority”), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
- ii. That they have not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to and

before me this _____ day

of _____, 20____

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. 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:

- i. The Proposer has submitted the Proposal regarding this contract with the New Jersey Sports and Exposition Authority on _____.
- ii. The Proposer wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports and Exposition Authority.
- iii. 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):

_____.

- iv. 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):

_____.

- v. The State of incorporation of the Proposer is: _____.

- vi. 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.

- vii. The names and addresses of the principals, shareholders and officers of the Proposer are as follows:

(Use additional sheet if required)

- viii. 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.
- ix. This Affidavit is made to the New Jersey Sports and Exposition Authority to accept the Proposal 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 _____

F. 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 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

☐

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

OR

☐

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

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

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

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

G. DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 282r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

H. ACKNOWLEDGEMENT OF NOTICE OF PENALTIES IMPOSED BY N.J.S.A.54:49-4.1 FOR FAILURE TO COMPLY WITH THE 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: _____

I. OWNERSHIP DISCLOSURE



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

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | ☐ | ☐ |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | ☐ | ☐ |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | ☐ | ☐ |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | ☐ | ☐ |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor 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% or greater beneficial interest.*

* Attach additional sheets if necessary

Attachment 1

STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)



Attachment 1 STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.