New Jersey Sports & Exposition Authority
Lyndhurst, New Jersey

PROJECT MANUAL

for

NJSEA Lyndhurst Admin Building Partial Roof Replacement

Contract No.CN-308

Book 2 of 4

REQUIRED BID FORMS

November 10, 2026

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SECTION 00 30 00

BID SUBMISSION CHECKLIST: PROJECT CN-308

TO: The New Jersey Sports and Exposition Authority (NJSEA)

RE: NJSEA Lyndhurst Admin Building Partial Roof Replacement

This bid will not be accepted after 12:00 PM local time on December 1, 2026. The bidder agrees that this bid will not be withdrawn for a period of 60 calendar days after the closing time for receipt of bids.

_____

(Name of Firm Submitting Bid)

The following documents are to be included with this bid:

- ☐ Bid Submission Checklist (this form)
- ☐ Addenda Acknowledgement Form
- ☐ Bid Price Form
- ☐ Consent of Surety
- ☐ Bidder's Experience Affidavit
- ☐ Bidder's Disclosure Form
- ☐ Bidder's Affidavit of Authorization
- ☐ Corporate Resolution Form
- ☐ Moral Integrity Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Confidentiality and Commitment to Defend Form
- ☐ Self-Performance and Subcontracting Plan (Experience Statements shall be attached)
- ☐ Notice to All Bidders of Set-Off for State Tax
- ☐ Disclosure of Investment Activities in Iran Form
- ☐ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- ☐ Affirmative Action EEO Form
- ☐ Acknowledgement of Notice of Penalties
- ☐ Project Schedule
- ☐ Logistics Plan
- ☐ Proposed Key Personnel

ADDENDA ACKNOWLEDGEMENT FORM

The bidder acknowledges receipt and incorporation into this bid of the following addenda:

Addendum Number: _____ _____ _____

Addendum Date: _____ _____ _____

By: _____
(Name of Bidder)

_____
(Signature)

_____
(Type or Print Name and Title)

_____

_____

_____
(Business Address)

_____
(Phone Number)

Date: _____

BID PRICE FORM

Contract Name: NJSEA Lyndhurst Admin Building Partial Roof Replacement

I (we) hereby propose to furnish and install all work associated with the work described in these Bid Documents for the **NJSEA Lyndhurst Admin Building Partial Roof Replacement**

Base Bid:

Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all work, in conformance with all bid documents and contract documents.

In case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern.

Contractor shall provide pricing for total project scope:

LUMP SUM BASE BID TOTAL PRICE:

($ _____)

Total Lump Sum **-** *in words*

($ _____)

Total Lump Sum –i*n figures*

I, or We, hereby commit to completing these project tasks within:

_____ _____

Number of Calendar Days to Complete *Contractor Signature*

If this Bid shall be accepted by the NJSEA, and the undersigned shall fail to contract as aforesaid, the NJSEA shall be entitled to recover from the Bidder those moneys as specified in Article 7.0 of the **INSTRUCTIONS TO BIDDERS**.

_____

UNIT PRICING

See Specification 01 22 00

ITEM NO.	ITEM	UNIT PRICE	UNIT
1.	Additional Grid Joint Sealant	$_____	Per lin. ft.
2.	Individual Pyramid Replacement (Skylights)	$_____	Per unit
3.	Preservative Treated Wood Blocking 2 x 6	$_____	Per lin. ft.
4.	Preservative Treated Wood Blocking 2 x 8	$_____	Per lin. ft.
5.	Preservative Treated Wood Blocking 2 x 10	$_____	Per lin. ft.
6.	Tapered 1/8″ Per Foot Polyisocyanurate Roof Insulation	$_____	Per 100 square feet
7.	Tapered 1/4″ Per Foot Polyisocyanurate Roof Insulation	$_____	Per 100 square feet
8	1-1/2″ (20 Gauge) Metal Roof Decking	$_____	Per 100 square feet

If a Corporation:

Name of Company _____

Business Address _____

_____

Business Telephone Number _____

Incorporated under the laws of the State of _____

Signature and Title of Bidder _____
(Signature)

_____
(Typed Name)

_____
(Typed Title)

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Date _____

_____
(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____
(Signature)

_____ _____
(Typed Name) (Typed Title)

Dated _____

Typed Names and Addresses of Company Members:

_____ _____
_____ _____
_____ _____

_____ _____
_____ _____
_____ _____

_____ _____
_____ _____
_____ _____

_____ _____
_____ _____
_____ _____

(Use Additional Sheets if Necessary)

END OF SECTION 00 30 00

Section 00 40 00

SAMPLE BID FORMS

SECTION 00 41 10

CONSENT OF SURETY FOR PROJECT CN-308

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, _____ _____ (Name of Surety Company), a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if this Contract is awarded to _____(Name of Bidder)

the undersigned corporation will execute the bond or bonds as required by the Contract Documents, and will become Surety in the full amounts set forth Documents, for the faithful performance of all obligations of the Contractor.

_____

(Surety)

(Must be accompanied by the usual proof of authority of surety company officers to execute the same).

END OF SECTION 00 41 10

SECTION 00 42 00

BIDDERS EXPERIENCE AFFIDAVIT: PROJECT CN-308

Any businesses incorporated outside the State of New Jersey shall furnish a certificate proving they are authorized by the Secretary of the State of New Jersey to do business in the State of New Jersey prior to contract award.

The **BIDDER** shall document their experience by completing the form below, or on sheets to be attached. The list shall include **AT LEAST THREE PROJECTS COMPLETED WITHIN THE LAST FIVE YEARS**, which are similar in scope and size to that proposed in this Contract.

All listed subcontractors refer to the individual specifications for qualification requirements to be submitted.

Project Name & Address	Name and # of Contact	Completion Date	Description of Work	Contract Amount
1.				
2.				
3.				

This information will assist the NJSEA to judge the bidder's experience, skill, and business standing. **Bidders failing to furnish all the required information may be disqualified.**

The undersigned is (an Individual) (a Partnership) (a Corporation) under the laws of the State of _____, having principal offices at _____

_____.

_____ _____

(Signature) (Typed Name)

_____

Date: _____ _____

(Typed Address)

END OF SECTION 00 42 00

SECTION 00 42 40

OWNERSHIP DISCLOSURE FORM

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 natural person who owns an unincorporated business by himself or herself. A limited liability company with a single member is not a Sole Proprietor.	☐	☐
3. The vendor is a **corporation, partnership, or limited liability company**.	☐	☐
4. If you answered **YES** to Question 3, do any individuals (including a single 100% owner), 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 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.

NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP
NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP

	YES	NO
5. For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 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 5, 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		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP
NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP

	YES	NO
6. The vendor is a publicly traded company.	☐	☐

7. 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. If any person holds a 10% or greater beneficial interest, also 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*

_____
_____

DPP Rev. 8.8.2025

END OF SECTION 00 42 40

SECTION 00 42 60

BIDDER'S AFFIDAVIT OF AUTHORIZATION: PROJECT CN-308

State of _____

ss:

County of _____

_____ (Name of Bidder), being duly sworn, deposes and says that:

- he/she resides at _____;
- he/she is the _____ (Title) who signed the Bid Forms for this Contract.
- he/she is duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder; and,
- all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

_____ _____

(Signature) (Typed Name)

Subscribed and sworn to
before me this _____ day

of _____ 20_____.

_____

(Notary Public)

My commission expires _____, 20_____

END OF SECTION 00 42 60

SECTION 00 42 70

CORPORATE RESOLUTION FORM FOR PROJECT CN-308

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 & 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 _____ 20____.

_____
SECRETARY

(SEAL)

END OF SECTION 00 42 70

SECTION 00 42 80

MORAL INTEGRITY AFFIDAVIT: PROJECT CN-308

State of _____

ss:

County of _____

I, _____(Name), the _____ (Title)

of _____ (Company), being first duly sworn, depose and say that:

1. the above named company has submitted a bid regarding this Contract to the New Jersey Sports and Exposition Authority;

2. the above named company wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports and Exposition Authority;

3. as of the day of signing this Affidavit, neither the above named company nor any of its 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 Company nor any of its owners, officers, or directors have ever committed any violation of a Federal or State criminal or quasi-criminal statute, except as follows (If none, so state): _____

5. neither the Company nor any of its owners, officers or directors have ever been suspended, disbarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies except as follows (If none, so state):
   _____

6. neither the Company nor any of its owners, officers or directors have ever been involved in any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years except as follows (if applicable set forth the nature and status of the investigation and, for any litigation, the caption of the action, a brief description of the action, date of inception, current status and, if applicable, disposition (If none, so state):_____
   _____

7. the company is incorporation in the State of: _____
8. if the answer to the above question is a state other than New Jersey, that the company has received from the Secretary of State of New Jersey a certificate authorizing it to conduct business in New Jersey, and a copy of the certificate is enclosed with the Bid.

9. he/she is personally acquainted with the operations of the company, has full knowledge of the factual basis comprising the contents of this Affidavit, and that the contents are true.

10. the names and home addresses of the principals, shareholders, and officers of the company and their ownership interest (shares owned or % of partnership) are as follows:

_____

_____

_____

(Use additional sheet if required)

11. this Affidavit is made to the New Jersey Sports and Exposition Authority to accept the bid for the above referenced Contract, knowing that the New Jersey Sports and Exposition Authority relies upon the truth of the statements contained herein.

The undersigned acknowledges that there is a continuing obligation from the date of this affidavit to notify the NJSEA of any changes to the answers or information contained herein.

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

_____ _____

(Signature) (Typed Name)

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

(Notary Public)

My commission expires _____, 20_____

END OF SECTION 00 42 80

SECTION 00 48 00

NON-COLLUSION AFFIDAVIT: PROJECT CN-308

State of _____

ss:

County of _____

I, _____(Name), of the municipality of _____ in the County of _____ and the State of _____ being first duly sworn, depose and say that:

- I am the _____ (Title) of the firm _____ the Bidder making the Bid for this Contract.
- I execute the Bid with the full authority to do so.
- Said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project.
- All statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Sport and Exposition Authority relies upon the truth of the statements contained in the Bid and this affidavit in awarding this Contract.

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

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

_____
(Type or print name under signature)

_____
(Notary Public)

My commission expires _____, 20_____

END OF SECTION 00 48 00

SECTION 00 48 10

CONFIDENTIALITY AND COMMITMENT TO DEFEND FORM: PROJECT CN-308

CONFIDENTIALITY AND COMMITMENT TO DEFEND

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 # & TITLE: _____

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

(1) the extent to which the information is known outside the owner's business;
(2) the extent to which it is known by employees and others involved with your business;
(3) the extent of the measures taken by your firm to guard the secrecy of the information;
(4) the value of the information to your firm and your competitors;
(5) the amount of effort or money expended by your firm in developing the information; and
(6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:

☐ The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR

☐ The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

_____
Company Name

_____ _____
Signature Date

_____
Print Name and Title

New Jersey Is an Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

END OF SECTION 00 48 10

SECTION 00 48 20

SELF PERFORMANCE WORK & SUBCONTRACTING PLAN FORM: PROJECT CN-308

In accordance with the provisions of SECTION 00 10 00, Article 07, of these Contract Documents. Experience statements shall be attached hereto for each company.

NOTE: If no work will be subcontracted, indicate NONE.

A. SELF-PERFORMED WORK

Proposers are reminded that Self-Performance of 10% of the trade work, by the Bidder or a Bidder Team Member. Self-performed work does not include supervision and/or management or material supply. Self-performed work is defined as craft tradesperson's, subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) that are employees and/or intended employees of the Proposer who will be working at the Meadowlands site.

Describe self-performed work below:

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____
Trade(s) To Be Employed by Bidder:_____

Type of Work:_____

Trade(s) To Be Employed by Bidder:_____

SUBCONTRACTOR UTILIZATION 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: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:
ADDRESS:

PHONE NUMBER: FEIN:
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED:

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME:
ADDRESS:

PHONE NUMBER: FEIN:
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED:

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME:
ADDRESS:

PHONE NUMBER: FEIN:
EMAIL:
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:
DESCRIPTION OF WORK TO BE SUBCONTRACTED:

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

DPP Rev. 12.13.2021

Respectfully submitted,

By:_____

Name of Firm

_____

Date

_____

Signature

_____

Type or Print Name and Title

_____

Business Address

_____

Telephone

END OF SECTION 00 48 20

SECTION 00 48 50

NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX: PROJECT CN-308

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 of S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation 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 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:_____

Print or Type Title of Signer:_____

Date: _____

END OF SECTION 00 48 50

SECTION 00 48 90

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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/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

DPP Rev. 2.1.2021

END OF SECTION 00 48 90

SECTION 00 49 20

CERTIFICATION OF NON-INVOLVEMENT IN 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[1]") 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. 262r(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

END OF SECTION 00 49 20

SECTION 00 49 30

AFFIRMATIVE ACTION EEO

Complete Form AA201 (Initial Project Workforce Project)

END OF SECTION 00 49 30

SECTION 00 49 40

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:_____

END OF SECTION 00 49 40

SECTION 00 50 00

SAMPLE CONTRACT FOR PROJECT CN-308

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

_____

Here in after called the Contractor, the party of the second part.

WITNESSETH, that whereas the NJSEA intends to execute the Contract for **NJSEA Lyndhurst Admin Building Partial Roof Replacement** hereinafter called the Project or the Work, in accordance with Specifications, and other Contract Documents.

1.0 PARTS OF CONTRACT

1.1 The parties agree that the conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

00 01 00	Advertisement for Bids
00 10 00	Instructions to Bidders
00 30 00	Bid
00 40 00	Bid Forms
00 50 00	Contract
00 70 00	General Conditions
00 80 00	Specific Project Requirements
01 00 00	General Requirements
-	Technical Specifications
-	Photos and Drawings
-	Addenda
-	Change Orders

2.0 TIME FOR COMPLETION

2.1 Work under this Contract shall be completed within 180 consecutive calendar days from the Contract Award.

2.2 All final submittals (as built, subcontractor releases) as well as all work must be completed within the 180 days.

WITNESSETH, that the said CONTRACTOR, for and in consideration of the payments specified hereinafter and agreed to be made by the NJSEA, hereby covenants and agrees to furnish and deliver all the materials and perform all the work required to be furnished in and about the described premises in strict and entire conformance with all of the Contract Documents.

3.0 SUBCONTRACTORS

3.1 The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the NJSEA. Relations between the Contractor and subcontractors are further defined in the GENERAL CONDITIONS.

4.0 WORK

4.1 The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM No.	DATE

5.0 PRICES FOR WORK

5.1 The NJSEA shall pay based on the prices in the bid, and the Contractor shall receive the prices stipulated in the bid as full compensation for everything furnished and performed by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

6.0 PAYMENTS

6.1 Payments will be made in accordance with the GENERAL CONDITIONS

6.2 In consideration of the covenants contained herein, the NJSEA hereby agrees to pay the CONTRACTOR for said work.

The cost for the Work of this Contract shall not exceed $_____.

$ _____

(Amount in Words)

7.0 WAIVERS

7.1 Neither the inspection by the NJSEA nor any of its agents, nor any orders, measurements of certificate by the Project Representative, nor any order by the NJSEA for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any waiver of any breach of this

Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

8.0 INDEMNIFICATION

8.1 The Contractor shall assume all risk of, and responsibility for, and agrees to indemnify, defend, and save harmless the NJSEA, the project Representative and their employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, injury, or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

9.0 PROJECT REPRESENTATIVE'S STATUS DURING THE PROJECT

9.1 All work under this Contract shall be done under the observation of the Project Representative. The Project Representative shall decide on any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

9.2 The Project Representative shall be an employee or agent of NJSEA. In addition, the Project Representative may designate additional individuals to act on his/her behalf on a temporary basis, depending on the type of work occurring at the Project Site. At all times, these individuals shall have the same responsibilities and authority as the Project Representative. In addition, throughout the Contract Documents, the term “Project Representative” refers to the Project Representative and his/her designates.

9.3 The Project Representative shall make visits to the site to observe the progress and quality of the executed Work and to determine if it is proceeding in accordance with the Contract Documents. On the basis of such visits and observations, the Project Representative will keep the NJSEA informed of the quality and progress of the Work.

9.4 The Project Representative may authorize minor variations in the Work, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. If the Contractor believes that a variation issued as minor justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.

9.5 The Project Representative may reject Work believed to be defective. The Project Representative also has the authority to require special inspection and testing of the Work, whether or not it has been fabricated, installed or completed.

9.6 The Project Representative shall not be responsible for the means, methods, techniques, sequences or procedures of the Contractor's performance of the Work, or the safety programs and precautions incident thereto. The Project Representative will not be responsible for the

failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.

9.7 The Project Representative will not be responsible for acts of omission by the Contractor or any of his subcontractors or suppliers furnishing or performing any of the Work.

10.0 CONTRACTOR'S BANKRUPTCY

10.1 In the event of bankruptcy of the Contractor, the NJSEA shall use the Performance and Payment Bond to complete the project. The Performance and Payment Bond shall specifically include coverage and protection against bankruptcy of the Contractor.

11.0 SUCCESSORS AND ASSIGNS

11.1 This Contract and all of the covenants hereof shall inure to the benefit of and be binding upon the NJSEA and the Contractor respectively and partners, successors, assigns and legal representatives. Neither the NJSEA nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without notice to and written consent of the other party.

IN WITNESS THEREOF, _____ and the NJSEA have executed this Contract at the place and on the date immediately adjacent to their respective signatures.

FOR THE CONTRACTOR:

_____	_____
(Witness)	(Typed Name of Firm)
_____	_____
(Date)	(Signature of Bidder)
	_____
	(Typed Name of Bidder)
	_____
	(Typed Title of Bidder)

FOR THE NJSEA:

_____	_____
(Witness)	Jill Kotner Hirsch, President and Chief Executive Officer
_____	
(Date)	

END OF SECTION 00 50 00