

LINDEN ROSELLE SEWERAGE AUTHORITY

REQUEST FOR PROPOSALS

**ON CALL GENERAL CONTRACTING SERVICES FOR
UNDERGROUND UTILITIES REPAIR**

SUBMISSION DEADLINE:

February 19, 2026 AT 09:00 AM

ADDRESS ALL PROPOSALS TO:

**LINDEN ROSELLE SEWERAGE AUTHORITY
5005 SOUTH WOOD AVENUE
PO BOX 4118
LINDEN, N.J. 07036**

ATTN: JESSICA SLAWINSKI, QPA

LINDEN ROSELLE SEWERAGE AUTHORITY

**NOTICE FOR THE SOLICITATION OF PROPOSALS
FOR
PROFESSIONAL SERVICES
UNDER A FAIR AND OPEN PROCESS**

Notice is hereby given that in accordance with N.J.S.A.19:44a-20.4 et seq., the Linden Roselle Sewerage Authority is soliciting proposals through a fair and open process for the following:

On Call General Contracting Services for Underground Utilities Repair

Requests for Proposals for the above may be obtained from the Linden Roselle Sewerage Authority, 5005 South Wood Avenue, PO Box 4118, Linden, NJ 07036 between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday. The RFP can be downloaded directly from the Authority's website, lrsa-nj.gov. Any RFP Addenda will be issued on the website and processed in accordance with N.J.S.A. 40: A11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Sealed responses to the request are required to be submitted to the Linden Roselle Sewerage Authority, 5005 South Wood Avenue, PO Box 4118, Linden, NJ 07036 on or before **February 19, 2026 at 09:00 A.M.** at which time they will be publicly opened in the Executive Board Room. The envelope containing the proposal shall bear the name and address of the Proposer and the words "RFP-On Call Services on the outside of the sealed envelope.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

All legal notices published by the Linden Roselle Sewerage Authority may be obtained or viewed on the City of Linden Roselle Sewerage Authority's official website at <https://lrsa-nj.gov/notices>

Jessica L. Slawinski, Qualified Purchasing Agent
Publication Date: Friday, January 30, 2026

LINDEN ROSELLE SEWERAGE AUTHORITY-DESCRIPTION

The Linden Roselle Sewerage Authority (“The Authority”) is a local public body created in 1948 by the City of Linden and Borough of Roselle under the “Sewerage Authorities Law” (N.J.S.A.40:14A-1 et seq.) It was established to contract and operate wastewater treatment and interceptor facilities to collect, treat and dispose of sewerage generated by the municipalities under a Municipal Agreement dated December 6, 1949 and as later amended.

The Authority operations are overseen by the six Members of the Board and day to day operations and administration are conducted by a staff headed by an Executive Director.

The Authority’s service area is 13 square miles and it services a residential population of 60,000. Approximately 25% of the influent sewerage flow is from industrial sources.

The Authority is governed by federal and state regulation. It operates its facilities and discharges treated wastewater to the Arthur Kill under permit No. 0024953 issued by the New Jersey Department of Environmental Protection (N.J.D.E.P.). A portion of the effluent is permitted for beneficial reuse for cooling water for electric power generated at an adjacent power plant.

The Authority employs 44 people in four departments:

Administration – Business
Monitoring – Environmental Compliance
Operations
Maintenance

The Authority owns administration, monitoring/laboratory, treatment facilities and various auxiliary buildings at its primary site at 5005 South Wood Ave., Linden, NJ. It also owns a dock facility at the Arthur Kill, two pump stations, one metering chamber and pipelines outside of its treatment plant site.

The Authority’s sewerage treatment is classified as “Secondary Treatment” and is designed to treat 17 million gallons per day. It consists of Primary sedimentation, activated sludge, aeration, secondary clarifiers and ultraviolet disinfection for final effluent.

Residuals (sludge) treatment is by gravity thickening of primary sludge, gravity belt thickening (for waste activated sludge). Residuals are anaerobically digested and resulting methane gas is utilized for heat or flared (incinerated)

Residual sludge is concentrated with polymer. Final residuals are removed and disposed of off-site by a private contractor. The Authority’s 2026 operating budget is approximately \$12,796,296.00.

GENERAL INFORMATION AND SUMMARY

ORGANIZATION REQUESTING PROPOSAL
LINDEN ROSELLE SEWERAGE AUTHORITY
5005 SOUTH WOOD AVENUE
PO BOX 4118
LINDEN, NJ 07036

CONTACT PERSON

All questions concerning this RFP shall be directed, in writing, to:

JESSICA SLAWINSKI, QPA
VOICE: (908) 474-8444
FAX: (908) 474-8455
Email: purchasing@lrsa-nj.gov

PURPOSE OF REQUEST

The Linden Roselle Sewerage Authority is requesting proposals from qualified contractors to provide emergency and scheduled repair services for the Authority's underground utilities as more particularly described herein. Proposals will be evaluated in accordance with the criteria set forth in the RFP.

SUBMISSION DATE AND TIME

Clearly mark the submittal package with the title of the RFP and the name of the responding firm, addressed to the Purchasing Agent. Only those responses received prior to or on the submission date and time will be considered. Sealed proposals may be hand delivered or mailed consistent with the provisions of the Notice of RFP. In the case of mailed proposals, the Authority assumes no responsibility for proposals forwarded by mail and/or delivery services, of any nature. Any proposal received after the designated date and time will be returned unopened. Proposals will not be accepted by facsimile or email.

PERIOD OF CONTRACT

One year commencing upon notice from the Authority.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSALS

1. NATURE/SCOPE OF SERVICES

The Linden Roselle Sewerage Authority is requesting proposals from firms to provide emergency and scheduled repair services for the Authority's underground utilities. The work will generally consist of providing the necessary specialized excavation and shoring equipment and trained crews capable of excavating and repairing underground utilities and site/surface restoration including backfilling, compaction and asphalt pavement and concrete repair. The intent of this procurement is to establish a pool of On-Call General Contractors for this work for a one year period. Contractors should be available to respond to both regularly scheduled and emergency support requests. The plant operates 24 hours a day 7 days a week. Because of the nature of this work, no guarantees of future work over the course of the year are given.

2. PROPOSAL SUBMISSION AND REQUIREMENTS

Proposals shall address all requested information. Any additional information that a proposer wishes to include that is not specifically requested may be included. Proposers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation. Responses must include the following:

Introduction-Provide general information and background about the company.

Organization Capabilities: Describe the company's experience and capabilities in providing the requested services, including, but not limited to, the company's organization, size, structure, office locations, and past experience in providing the requested services.

List of Equipment: Provide a list of the Company's equipment available for use for the performance of the requested services.

References: The certified contractor will submit the names, addresses, phone & email contact information of 3 references for whom this type of work was performed.

A statement concerning the ability of the firm to perform tasks assigned by the Authority in a timely fashion.

A completed Sample Proposal Price Cost Form. This will be used as a basis of comparison between respondents.

A completed Non-Collusion Affidavit (copy of form attached).

A copy of the proposer's Business Registration Certificate.

Statement of Ownership Disclosure (copy of form attached).

Certification of Non-Involvement in Prohibited Activities in Russia and Belarus (copy of form attached).

Disclosure of Investment Activities in Iran (copy of form attached).

Public Works Contractor Certificate

Acknowledgement of Addenda (copy of form attached).

Copy of the Contractor's current Certificate of Insurance coverage

3. PROPOSAL EVALUATION

Basis for selection in the pool will consist of a comparison of the Sample Project Rate Pricing Form, a review of proposals and references and capacity to respond within requested time frames. Based on responses received, a minimum of three contractors will be selected. It is anticipated that the lowest responsible respondent will be utilized for the repair work, but should the primary contractor be unavailable or unable to respond and mobilize in the necessary timeframe, the work will be offered to the other contractors in the pool.

The Authority reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Authority that the respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Authority reserves the right to waive any minor informality in the RFP.

The Authority shall not be obligated to explain the results of the evaluation process to any proposer.

INSTRUCTIONS TO PROPOSERS

A-1 CONSIDERATION OF PROPOSALS

A. The Authority reserves the right to accept or reject any or all proposals, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible respondent, if it is in the best interest of the Authority to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected, any proposal bid having erasures or corrections in the price sheet may be rejected, or in which unit/total prices are unbalanced, may be rejected. The Authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

No contract will be awarded except to a responsive, responsible respondent.

A-2 PROPOSALS OF RESPONDENT

A. The Authority may make such investigation as is deemed necessary to determine the ability of the respondent to perform the work. All Respondents shall be prepared to submit within five days of Authority request, written evidence of such information and data necessary to make this determination. The investigation of a Respondent will seek to determine whether the organization is adequate in size, has had previous experience and whether available equipment and financial resources are adequate to assure Authority that the work will be completed in accordance with the Authority's needs. The Authority reserves the right to reject a proposal if the investigation of such respondent fails to satisfy the Authority that such respondent is properly qualified to carry out the contract work.

A-3 PROPOSAL

A. The respondent's PROPOSAL shall be signed in ink by the individual, by one or more members of a partnership, or by one or more of the officers of a corporation, whichever is applicable. Each proposal form must give the full business address, business phone, fax, email if available, the contact person of the respondent, and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

A-4 TRUTH IN CONTRACTING LAWS

A. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by respondents. It is a serious crime for the respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.

- B.** N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- C.** N.J.S.A. 2C:27-11 provides that a respondent commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- D.** Respondents should consult the statutes or legal counsel for further information.

A-5 INTERPRETATIONS AND ADDENDA

- A.** Prospective respondents shall examine the RFP carefully and, before proposing, request the Authority, in writing, for an interpretation or correction of any ambiguity, inconsistency, defect or error therein which should have been discovered by a reasonably prudent respondent. No interpretation of the meaning of the RFP will be made to any individual respondent orally.
- B.** If any person contemplating submitting a proposal for the proposed work is in doubt as to the true meaning of any part of the request, the prospective respondent may submit to the Authority a written request for an interpretation thereof. *The person submitting the request will be responsible for its prompt delivery and to be considered must be received at least ten (10) days, Saturdays, Sundays and Legal Holidays excluded, prior to the date set for the opening of proposals.* All interpretations, clarifications and any supplemental instruction will be in the form of written Addenda and will be distributed to all prospective respondents. The Authority will not be responsible for any other explanations or interpretations of the proposed documents. Any questions pertaining to this proposal document shall be submitted *in writing* and be directed to:

JESSICA SLAWINSKI, QPA
VOICE: (908) 474-8444
FAX: (908) 474-8455
Email: purchasing@lrsa-nj.gov

- C.** Such interpretation or correction concerning the RFP that the Authority may decide to include, will be issued in writing by the Authority as an addendum which will be sent to each person recorded as having received a copy of the RFP, in accordance with Statute.
- D.** Upon such mailing or delivery and posting, such addendum shall become part of the RFP, and binding on all respondents whether or not actual receipt of such addendum is shown. The Authority will not be responsible for any other explanations or interpretations of the RFP. Failure of any respondent to receive any such addendum or interpretation shall not relieve any respondent from any obligation under his proposal as submitted.
- E.** Failure by the respondent to give written notice and request an interpretation of the alleged ambiguity shall waive any right the respondent may have to his own reasonable interpretation of the alleged ambiguity, and the true meaning of the same shall be according to the interpretation placed upon the alleged ambiguity by the Authority.

A-6 BRAND NAMES, STANDARDS OF QUALITY, PATENTS

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, in accordance with prevailing statutes. Brand names and or descriptions used in this proposal are to acquaint respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard selection criteria.

A-7 WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the NJ. Worker and Community Right to Know Law (N.J.S.A.34:51 et seq., and N.J.A.C. 5:89-5 eq seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheets, must be furnished.

**A-8 "PAY TO PLAY"-NOTICE OF DISCLOSURE REQUIREMENT-P.L.2005, Chapter 271
SECTION 3 REPORTING (N.J.S.A.19:44A-20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

A-9 NJ ONE CALL

By presenting a proposal, respondent declares that he is aware of and, if required, will comply with the requirements of the Underground Facility Protection Act (Public Law 1994, Chapter 118) prior to commencing any intended excavation.

A-10 PAYMENT

Payment will be made after a properly executed Authority voucher has been received and formally approved on the voucher list by the Board of the Authority at its subsequent regular meeting. The Authority reserves the final right of approval of any voucher for payment to a Contractor.

A-11 AUTHORITY'S RIGHT TO WITHHOLD PAYMENTS

The Authority may withhold from the Contractor so much of any approved payments due him as may in the judgment of the Authority be necessary:

1. to assure the payment of just claim then due and unpaid of any persons supplying labor or materials for the work;
2. to protect the Authority from loss due to defective work not remedied;
3. to protect the Authority from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The Authority shall have the right as Agent for

the Contractor to apply any such amounts so withheld in such manner as the Authority may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

A-12 AUTHORITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If:

1. the Contractor has been adjudged bankrupt or has made an assignment for the benefit of creditors; or
2. a receiver or liquidator has been appointed for the Contractor or for any of his property and has not been dismissed within 20 days after such appointment or the proceeding in connection therewith has not been stayed on appeal within the said 20 days; or
3. the Contractor has refused or failed, after Notice of Warning from the Authority, to supply enough properly skilled workmen or proper materials; or
4. the Contractor has refused or failed to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or has failed to complete the work within said period; or
5. the Contractor has failed to make prompt payment to persons supplying labor or materials for the work; or
6. the Contractor has failed or refused to regard laws, ordinances, or the instructions of the Authority, or otherwise be guilty of a substantial violation of any provision of this Contract, then and in any event, the Authority, without prejudice to any other rights or remedy it may have, may on 7 days notice to the Contractor, terminate the employment of the Contractor and his right to proceed either as to the entire work or (at the option of the Authority) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work Contract or otherwise as the Authority may deem expedient.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of completing the work (including compensation for additional managerial, administrative and damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed unpaid balance, the Contractor shall be liable to the Authority for such excess.

A-13 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. If the work shall be stopped by order of the Court or any other public authority for a period of three months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Authority, discontinue his performance of the work and/or terminate the Contract, in which event, the liability of the Authority to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Authority any excess of the expense to be paid the Contractor hereunder.

A-14 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

B. The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons who may be affected hereby:
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Authority and users of adjacent utilities.

D. When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

E. In case any direct or indirect damage to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his employees, agents or subcontractors, the Contractor shall at his own expense and cost restore such property to a condition similar or equal to that existing before such damage was done by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Authority, or shall make good such damage in a satisfactory, acceptable manner.

F. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Authority may, upon forty-eight (48) hours written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and that cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract; or the Authority may deduct from any moneys due the Contractor a sum sufficient in the judgment of the Authority, to reimburse the Authority of the property so damaged.

G. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

H. In addition, the Contractor shall comply with all Federal, State, and County safety regulations, in particular the Federal regulations concerning health and safety of workers which have been published in the Federal Register.

A-15 SAFETY AND HEALTH REGULATIONS

A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and codes shall be observed. Machinery, equipment and all hazards shall be guarded against or eliminated.

- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- C. Nothing in the Occupational Safety and Health Act shall be construed to supersede or in any manner affect any workmen's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

A-16 DAMAGES

- A. It is hereby covenanted and agreed that the relation of the Contractor to the work to be performed by him under this Contract shall be that of an independent Contractor and that as such he will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in or during the conduct and progress of said work as a result of the actions or negligence of the Contractor, his agents, employees, or others within the Contractor's control and authority. The Contractor shall make good any damage that may occur in consequence of the work or any part of it and shall assume all blame, loss and responsibility of whatever nature by reason of the Contractor's neglect or violation of any Federal, State, or County laws, regulations or ordinances.
- B. To the fullest extent permitted by the Laws and Regulations, the Contractor shall indemnify and hold harmless Authority and their officers, directors, shareholders, partners, employees, agents, consultants, contractors, and subcontractors from any and all claims, costs, losses and demands or judgments for damages for claims (including but not limited to fees and charges of engineers, architects, attorney and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to a negligent act or omission or the breach of any obligation under this Contract by Contractor, or its officers, directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Contractor is responsible, provided that any such claim cost, loss or damage:
 1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Workers themselves) including the loss of use resulting there from; and
 2. is caused in whole or part by a negligent act or omission of Contractor or any individual or entity directly or indirectly employed to furnish any of the Work or anyone for whose acts Contractor may be liable, regardless of whether or not caused in part by an negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

A-17 REPRESENTATION AND RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor represents and warrants:
 1. that he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and

2. that he is familiar with all Federal, State, and applicable local laws, ordinances and regulations, which may in any way affect the work or those employed therein, including but not limited to special acts relating to the work or to the project of which it is a part; and
3. that such work required by the RFP that is to be done by him can be satisfactorily completed.
4. that he has carefully examined the RFP and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of work likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performances.

B. The contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used in performing its obligations. The contractor shall provide competent, qualified and trained personnel in all aspects of its performance of the Work.

A-18 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

A. Each and every provision of law required by law to be inserted in this Contract (including NJ Local Public Contracts Law) shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through oversight, inadvertence or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

A-19 TAXES

A. Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Authority.

B. No compensation will be made by the Authority to the Contractor for payment of the State of New Jersey Sales and Use Tax for labor and materials furnished on this project. The Linden Roselle Sewerage Authority is exempt from payment of the State Sales and Use Tax. The Contractor shall receive copies of the Letter of Exemption from the Authority upon application.

A-20 SUBLETTING, SUCCESSORS AND ASSIGNS

A. The Contractor shall not sublet any part of the work under this Contract nor assign monies due him hereunder without first obtaining the written consent of the Authority. This Contract shall insure to the benefit of and shall be binding upon the parties hereto, and neither shall assign or transfer his interest herein in whole or in part without the consent of the other.

A-21 SUSPENSION OF WORK AND TERMINATION

A. At any time and without cause, Authority may suspend the Work or any portion thereof by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall

resume the Work on the date so fixed. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Project Schedule.
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; of the Authority of the Engineer or violation in any substantial way of any provisions of the RFP.
3. Contractor abandons the Work, or sublets this contract or any part thereof, without the previous written consent of the Authority, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

B. If one or more of the events identified in (A) above occur, Authority may, after giving Contractor (and surety if applicable) seven days written notice of its intent to terminate the services of Contractor;

1. Exclude Contractor from the site, and take possession of the Work and of all Contractors tools, appliances, construction equipment and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion).
2. Incorporate in the Work all materials and equipment stored at the site or for which Authority has paid Contractor but which are stored elsewhere; and
3. Complete the Work as Authority may deem expedient.

C. If Authority proceeds as provided in (B) above, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Authority arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, the Contractor shall pay the difference to Authority. Such claims, costs, losses, and damages incurred by Authority will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Authority shall not be required to obtain the lowest price for the work performed.

D. Notwithstanding (8) and (C) above, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Authority, the termination will not affect any rights or remedies of Authority against Contractor then existing or which may thereafter accrue. Any retention or payment of money due Contractor by Authority will not release Contractor from liability.

A-22 CAUSES FOR REJECTION

Proposals may be rejected for any of the following reasons pursuant to N.J.S.A. 40A:1 I-13.2:

- o The lowest proposal substantially exceeds the cost estimates for the goods or services
- o The lowest proposal substantially exceeds the contracting unit's appropriation for the goods or services
- o The governing body of the contracting unit decides to abandon the project

A-23 STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

Any contract entered into between the respondent and the Authority must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Stockholder Disclosure-Chapter 33, Laws of New Jersey 1977

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipal or school district, or any subsidiary or agency of the State, or any county, municipality or school district, or by any authority, board, or commission which exercise governmental functions, unless prior to the receipt of the proposal or accompanying the proposal, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 1 0% or more of its stock, of any class or of all individual partners in the partnership who own 1 0% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, exceeding the 1 0% ownership criteria established in this act has been listed. The respondent shall complete and submit the form of statement that is included in this proposal.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions to Title II of the Act are made part of the contract. The respondent is obligated to comply with the Act and hold the Authority harmless.

Required Affirmative Action Evidence

No firm may be issued a contract unless they comply with the EEO/Affirmative Action regulations of P.L. 1975, c. 127, as amended from time to time, as identified in the documents attached hereto, and the Americans with Disabilities Act.

N.J. Business Registration Certificate in accordance with P.L.2004 C.57

No contract shall be entered into by the Authority unless the contractor (respondent) provides a copy of its Business Registration Certificate issued by the NJ Department of Treasury- Division of Revenue.

P.L. 2009, c.315 (A-557/S2366) now permits submission of NJ Business Registration Certificate prior to award of contract, if not submitted with proposal.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these RFP, shall be properly executed and submitted intact with the proposal.

Non-Discrimination

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

New Jersey Prevailing Wage Act

The New Jersey Prevailing Wage Act shall be considered a part of this contract.

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The respondent (contractor) shall be required to submit a certified payroll record to the Authority within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1{c}. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor.lsse.lspubcon.html.

The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractor named in the contractor's proposal shall possess a certificate at the time the proposal is submitted. After proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract "which is subject to the provisions of the New Jersey Prevailing Wage Act(N.J.S.A. 34:11-56.25,et seq.). It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25 (5). The term means:

"Construction, reconstruction, demolition, alteration or repair work or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds"

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

Implementing P.L. 2022, c. 3 – Prohibition on Dealings with Russia or Belarus-associated Businesses; Update to Iran Investment Certification

P.L. 2022, c. 3, signed into law on March 9, 2022, required the State Department of the Treasury (Treasury) to develop, based on credible information available to the public, a list of persons and entities engaging in prohibited activities in Russia or Belarus (Russia-Belarus list). Persons or entities included on the Russia-Belarus list cannot enter into or renew a contract for the provision of goods and services with a State agency, State college or university, a contracting unit as defined in the Local Public Contracts Law, a board of education as defined in the Public School Contracts Law (including charter schools), or a county college as defined in the County College Contracts Law. The Treasury list is now available at <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> and will be updated at least once every six months.

A person or entity appearing on the Russia-Belarus list cannot be designated as a redeveloper under the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), enter into an agreement for a payment in-lieu of taxes (PILOT) or otherwise be awarded a municipal property tax abatement. Before beginning the application process, the applicant must provide a similar certification and the local unit must confirm that the applicant does not appear on the Russia-Belarus list.

If a person or entity is listed by State Treasury as engaging in investment activities in Iran (Chapter 25 list), a State agency, a contracting unit as defined in the Local Public Contracts Law, a board of education as defined in the Public School Contracts Law, or a county college as defined in the County College Contracts Law cannot award or renew a contract for goods or services with that person or entity. The Chapter 25 list is available at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Retention of Records

In accordance with N.J.A.C. 17:44-2.2, the proposer shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

END OF GENERAL INSTRUCTION

PROPOSAL DOCUMENT SUBMISSION CHECKLIST
LINDEN ROSELLE SEWERAGE AUTHORITY

| Submission Requirement | Initial each required entry and if required, submit the item |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Bid Proposal Form | |
| Company Description/Capabilities/Comparable Work | |
| List of Equipment | |
| References | |
| Statement of Ability to Perform Work in Timely Manner | |
| Sample Project Rate Pricing Form | |
| Non-Collusion Affidavit | |
| New Jersey Business Registration Certificate* | |
| Evidence of Affirmative Action Compliance* | |
| Ownership Disclosure Certification | |
| Disclosure of Investment Activities in Iran | |
| Certification of Non-Involvement in Prohibited Activities in Russia and Belarus | |
| Public Works Contractor Registration Certificate | |
| Acknowledgement of Addenda | |

| | |
|----------------------------------------------|--|
| Certificate of Insurance Evidencing Coverage | |
|----------------------------------------------|--|

**Allowed by statute to be provided with RFP OR prior to execution of contract.*

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS AND HEREBY SUBMITS
THE ENCLOSED PROPOSAL FOR THE PROVISION OF ON CALL GENERAL CONTRACTING SERVICES FOR
UNDERGROUND UTILITY REPAIRS**

Name of Respondent: _____

By Authorized Representative: _____

Title: _____ Date: _____

Signature: _____

| LABOR | QTY | Rate Per Hour | Hours | Total |
|------------------------------------------|-----|---------------|-------|------------|
| Laborer-Normal Working Hours | 1 | | 8 | |
| Foreman-Normal Working Hours | 1 | | 8 | |
| Operator-Normal Working Hours | 1 | | 8 | |
| Driver-Normal Working Hours | 1 | | 8 | |
| | | | | |
| Laborer-Overtime | 1 | | 4 | |
| Foreman-Overtime | 1 | | 4 | |
| Operator-Overtime | 1 | | 4 | |
| Driver-Overtime | 1 | | 4 | |
| TOTAL LABOR | | | | |
| | | | | |
| EQUIPMENT | | | | |
| Excavator,6-8 ton (Deere 160LC or equal) | 1 | | 8 | |
| Backhoe (John Deere 410K or equal) | 1 | | 12 | |
| Mason Dump Truck | 1 | | 12 | |
| Loader (John Deere 450D or equal) | 1 | | 12 | |
| 2" Electric Pump | 1 | | 8 | |
| TOTAL EQUIPMENT | | | | |
| | | | | |
| TOTAL MATERIALS | | | | \$5,000.00 |
| % MARKUP ON MATERIALS | | | | |
| TOTAL MATERIALS AND MARKUP | | | | |
| | | | | |
| | | | | |

| | | | | |
|--------------------------------------------------------------------------------------------------|--|--|--|--|
| TOTAL SAMPLE PROJECT COST (TOTAL LABOR TOTAL EQUIPMENT+ TOTAL MATERIALS AND MARKUP) | | | | |
|--------------------------------------------------------------------------------------------------|--|--|--|--|

SAMPLE PROJECT RATE PRICING FORM

NOTE: PAYMENT OF NEW JERSEY PREVAILING WAGE IS REQUIRED FOR THIS WORK

(Name of Local Public Agency)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|-----------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2, 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 contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner *shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT B

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

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment

goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter I0 of the Administrative Code (NJAC 17:27).

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

| | | |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of
_____, 2 ____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

| STANDARD BID DOCUMENT REFERENCE | |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Reference: VII-F |
| Name of Form: | REQUEST FOR PREVAILING WAGE DETERMINATION |
| Statutory Reference: | N.J.S.A. 34:11-56.25 et seq. |
| Instructions Reference: | Statutory and Other Requirements VII-F, but not applicable for material and service contracts. |
| Description: | To be used by the public body in requesting wage determination prior to commencing bid process. Used for public work contracts where the threshold requiring the use of prevailing wages has been exceeded. This form is completed by the public agency to request the minimum wage rates to be paid by a contractor(s) |

If the contract is one for public work pursuant to N.J.S.A. 34:11-56. 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at:
<https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

| STANDARD BID DOCUMENT REFERENCE | |
|---------------------------------|---------------------------------------------------------------------------------|
| | Reference: VII-G |
| Name of Form: | PUBLIC WORKS CONTRACTOR REGISTRATION |
| Statutory Reference: | N.J.S.A.34:11-56.48 |
| Instructions Reference: | Statutory and Other Requirements VII-G |
| Description: | Used for public works contract when prevailing wage threshold will be exceeded. |

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term "bidding", contracting units are advised to read that as meaning to "submit" a price proposal." Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the "most advantageous, price and other factors considered."

Under the law a *contractor* is a "person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all "public works contracts" that exceed the contracting unit's prevailing wage threshold, as set by N.J.S.A 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: "Received," in context of when "proposals are received," means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding "Instructions to Bidders" advising potential bidders that:

1. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor's certification can be confirmed by contacting the Department of Labor's Division of Wage and Hour Compliance website (www.nj.gov/labor/lsse/lspubcon.html). This site only shows approved contractors; there is no "pending" approval or a "grace" period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

| | |
|--------------------------------------|--------------------------------------------------------------------------------------------------------|
| Contractor Registration Unit | Telephone: 609-292-9464 |
| Division of Wage and Hour Compliance | Fax: 609-633-8591 |
| New Jersey Department of Labor | E-mail: contreg@dol.state.nj.us |
| PO Box 389 | Web site: www.nj.gov/labor/lsse/lspubcon.html |
| Trenton, New Jersey 08625-0389 | |

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that 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; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

(name of contracting unit) relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternatively, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Linden Roselle Sewerage Authority (Contracting Agency) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time the contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

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

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 to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

**PREFER SUBMISSION WITH RFP RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT**

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR | | <small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 202 TRENTON, NJ 08640-0202</small> |
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 970-097-382/500 ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 EFFECTIVE DATE: 07/01/01 FORM BRC(08-01) | TRADE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 010730 ISSUANCE DATE: 07/14/04 <i>J.D. & Ruth</i> <small>Acting Director</small> | <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small> |
| <small>Form BRC(08-01) is a state of New Jersey form. It is not a federal form.</small> | | |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|  | STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE |
| Taxpayer Name: TAX REG TEST ACCOUNT Trade Name: Address: 847 ROEBLING AVE TRENTON, NJ 08611 Certificate Number: 1093907 Date of Issuance: October 14, 2004 | |
| For Office Use Only: 20041014112823533 | |

Disclosure of Investment Activities in Iran

| | |
|-------------------------|--|
| Person or Entity | |
|-------------------------|--|

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

| | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i> |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

| | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i> |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

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

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

| | | | |
|------------------------------|--|--------------|--|
| Full Name (Print) | | Title | |
| Signature | | Date | |



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 |

ⁱ 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).