

New Jersey Sports and Exposition Authority

**Request for Proposal
Replacement of Inverter for Parking Lot Canopy
Photovoltaic System**

December 2015

Prepared By

New Jersey Sports and Exposition Authority
One DeKorte Park Plaza, Lyndhurst New Jersey 07071
www.njsea.com

**STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed BIDS will be received by the New Jersey Sports and Exposition Authority (NJSEA), P.O. Box 640, One DeKorte Park Plaza, Lyndhurst, New Jersey 07071 for the following:

**SUPPLY AND INSTALLATION OF REPLACEMENT PV POWERED PVP-100kW INVERTER FOR
RENEWABLE ENERGY PARKING LOT CANOPY PHOTOVOLTAIC SYSTEM**

BIDS must be submitted on the Bid Form contained in the Contract Documents and must be enclosed in a sealed envelope plainly marked on the outside with the name of project and the name of Bidder. BIDS will be received at the above address until 11:00 a.m. prevailing time, on **January 22, 2016**. BIDS will not be accepted after 11:00 a.m. on that day. BIDS will be opened at this date and time in a public forum at the above address.

Contract Documents (specifications and plans) will be available for review at the NJSEA offices starting on **December 18, 2015, after 10:00 a.m.** Electronic copies of the Bid Package may be obtained at no cost by email request to christine.ferrante@njmeadowlands.gov or by download from the NJSEA website at: <http://www.njsea.com/njmc/land/public-notice.html>

The Scope of Work under this Contract consists of providing all labor, equipment, materials, tools, and services necessary to supply, construct, wire, and install all the components necessary for a fully operational replacement for the existing inverter for the photovoltaic carport canopy located at the NJSEA campus at 1 DeKorte Park Plaza, Lyndhurst, New Jersey. The project includes the installation and wiring of the inverter into the existing system and associated infrastructure along with testing and commissioning of the installed system. The Project is expected to commence on or about **April 1, 2016**.

The Contract Documents contain specific requirements for submission of a Bid. The attention of all Bidders is particularly called to the State requirements regarding equal employment opportunity, affirmative action, New Jersey business registration, public works contractor registration, and prevailing wages. For more information see the general instructions section of the Bid package. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The NJSEA reserves the right to reject any or all BIDS and to waive minor Bid defects.

PROJECT OVERVIEW

Procurement Schedule	
Procurement Item	Date
Public Notice	December 17, 2015
Bid Documents (RFP) available at NJSEA offices or via download at http://www.njsea.com/njmc/land/public-notice.html	December 18, 2015
Final Questions Due	January 4, 2016
Questions Answered/Final Addenda	January 19, 2016
Public Bid Opening	January 22, 2016
Commission Board Meeting	February 11, 2016
Work to Begin	April 1, 2016

TECHNICAL INFORMATION

GENERAL

- Disconnect and remove the existing pad-mounted inverter and replace with a new duplicate unit.
- Reconnect all existing cable and equipment.
- Damaged inverter will be removed from the NJSEA premises. Contractor is responsible for removal and disposal of damaged unit.
- Test and re-commission system.

SCOPE OF WORK

- Replace one (1) Advanced Energy AE 100TX-480 (100kW grid-tied commercial inverter - 480 VAC).
- Replace Inverter Integrated Revenue Grade Meter
- Replace Inverter Integrated Data Monitoring: Noveda
- Five-year annual maintenance plan for the replacement inverter with a yearly on-site maintenance check-up.

Please provide the cost for an exact replacement for the current inverter. As an alternative to exact replacement, NSEA is interested in procuring an inverter with reduced noise emissions. The inverter is located next to a pedestrian walkway on a campus that serves as a public park and is therefore interested in procuring a replacement inverter that minimizes noise pollution.

The submitted price should include a 5 year price for annual maintenance of the inverter with a yearly on-site maintenance check-up. The submitted price should be the not-to-exceed lump sum price for all labor, materials, equipment and maintenance. For more detailed information about our current system, please see the attached one line diagram. (Exhibit A)

**STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

GENERAL INSTRUCTIONS

1.0 DEFINITION AND TERMS

- 1.1 Addendum (a) - written instructions issued prior to the opening of BIDS which clarify, correct or change the bidding requirements or the contract documents.
- 1.2 BID- Bidder's proposal including the price submitted on the prescribed form for the Work to be performed.
- 1.3 Bidder - Any corporation, partnership, or individual submitting a Bid to perform the Work specified in the Contract Documents.
- 1.4 Contract Documents - The Contract and all documents contained in this Request for Proposal, along with any addenda thereto, including all plans, specifications, reports, drawings, and any other materials included therein or incorporated by reference.
- 1.5 Contract Time - the specified time to complete the Work.
- 1.6 Contractor - the entity to whom the contract has been awarded and who is responsible for performing the Work.
- 1.7 Specifications - the technical specifications contained in Bid package along with any addenda thereto, including all plans, reports, maps, shop drawings, or other drawings or materials referenced or incorporated therein.
- 1.8 Subcontractor - an entity having an arrangement with a Contractor, where the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Contract.
- 1.9 Work - the plant, labor, equipment, materials, tools, and services necessary to procure and provide; construct; wire; install; test; and commission all the components necessary for a fully operational replacement for the existing inverter required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

2.0 CONTRACT DOCUMENTS EXAMINATION

- 2.1 Bidders must carefully examine the Contract Documents and completely familiarize themselves with the actual conditions under which the Work is to be performed, as well as the extent and requirements of the Work.
- 2.2 The NJSEA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

- 2.3 In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract Documents, or if the Contractor has any doubt or question as to the intent or meaning of the Contract Documents, the Contractor must immediately notify the NJSEA.

3.0 BID BOND AND BONDING REQUIREMENTS

- 3.1 The Bid Bond guarantees execution of the Contract by the Bidder receiving Award.
- 3.2 The Bid Bond shall be in the amount of 5% of the BID.
- 3.3 The Bidder shall ensure that the Bid Bond is properly completed and furnished by a surety authorized to do business in the State of New Jersey. An authorized surety list can be found here: <http://www.state.nj.us/dobi/surety.htm>
- 3.4 The Bidder shall ensure that the Bid Bond has a power of attorney executed by the Surety. The power of attorney shall set forth the limits of authority of the attorney-in-fact who has signed the bond on behalf of the Surety to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.
- 3.5 The NJSEA will not accept Bid Bonds that do not conform to this Section and are not substantiated by a valid power of attorney executed by the Surety.
- 3.6 If the Bidder withdraws its BID or otherwise fails to fulfill any requirements or obligations that prevent Bidder from entering into a contract or beginning work on the Project, the Bid Bond is forfeited, and the NJSEA has the right to recover under the terms and provisions of the Bid Bond. The NJSEA has the right, at its sole discretion, to award the Contract to the next lowest responsible Bidder, to reject all Bidders and re-advertise the Project, or to take any other action that the NJSEA deems necessary.
- 3.7 The NJSEA reserves the right to reject any Bidder that fails to submit a Bid Bond.

4.0 PUBLIC OPENING OF BIDS

- 4.1 For each BID submitted, the NJSEA will open and read the price and the name of the Bidder publicly at the time and place indicated in the advertisement or such other time and place as established by addenda. The NJSEA invites Bidders, their authorized agents, and other interested parties to be present.

5.0 EVALUATION OF BIDS:

- 5.1 The NJSEA may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as NJSEA may request. The NJSEA reserves the right to reject any BID if the NJSEA determines, at its sole discretion, that such Bidder is not properly qualified to carry out the obligations of the Contract or to complete the work contemplated therein.
- 5.2 Bidders shall be experienced in the kind of work to be performed, have the necessary equipment therefore, and possess sufficient capital to properly execute the work within the time allowed. BIDS received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A BID may be rejected if the Bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time

prescribed, and thereafter to prosecute and complete the work at the rate or within the time specified. A Bid may also be rejected if the Bidder is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work.

- 5.3 In evaluating the BIDS, the NJSEA shall consider the qualifications of the Bidders and whether or not the BIDS comply with the prescribed requirements. The NJSEA may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered.
- 5.4 The NJSEA reserves the right to reject the Bid of any Bidder who does not pass these investigations to the satisfaction of the NJSEA.
- 5.5 If requested by the NJSEA, the three lowest Bidders shall, within 10 days of such request, submit a financial statement prepared by a Certified Public Accountant.

6.0 INTERPRETATION AND ADDENDA

- 6.1 The Bidder understands and agrees that its Bid is submitted on the basis of the specifications prepared by the NJSEA. The Bidder accepts the obligation to become familiar with these specifications.
- 6.2 No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Bidder. Such request shall be in writing, addressed to the NJSEA's representative stipulated in the specification. In order to be given consideration, a written request must be received prior to the deadline for submission of questions.
 - 6.2.1 All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all registered prospective Bidders and posted on the NJSEA website. All addenda so issued shall become part of the specification and Bid documents, and shall be acknowledged by the Bidder in the Bid. The NJSEA's interpretations or corrections issued via addenda shall be final unless superseded by subsequent addenda.
- 6.3 **Discrepancies in BIDS**
 - 6.3.1 If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 6.4 **Questions**
 - 6.4.1 Any technical questions regarding the Bid package shall be submitted in writing to christine.ferrante@njmeadowlands.gov before 11:00 AM, January, 4 2016.

7.0 DISQUALIFICATION OF BIDDERS

- 7.1 The NJSEA will disqualify a bidder and reject the BID submitted by that bidder if the bidder is determined by the NJSEA to lack responsibility. Factors demonstrating a lack of responsibility include, but are not be limited to:
 - 7.1.1 Evidence of collusion among bidders.

- 7.1.2 Uncompleted work, which in the opinion of the NJSEA, might hinder or prevent completion of additional work if awarded.
- 7.1.3 Lack of competency or lack of adequate machinery, plant, or other equipment.
- 7.1.4 Unsatisfactory performance on previous or current contracts.
- 7.1.5 Any other outward actions or lack of action that demonstrates the bidder is not responsible.
- 7.1.6 Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by N.J.A.C. 19:3-7.1 to -7.12.

8.0 REJECTION OF BIDS

- 8.1 The NJSEA reserves the right to reject any BID submitted or all of them if it determines that it is in the best interest of the NJSEA to do so. In addition, the NJSEA reserves the right to reject any BID that does not conform to the requirements set forth in the Contract Documents.

9.0 AWARD OF CONTRACT

- 9.1 The NJSEA will award the contract to the lowest responsible Bidder whose Bid conforms to the requirements set forth in the Contract Documents. The NJSEA will award the contract based on the lump sum TOTAL BID AMOUNT on the Bid Form submitted by the Bidder.
- 9.2 Within 14 days of the date of Notice of Award, the Bidder shall properly and duly execute the Contract and any required insurance certificates.

10.0 SUBCONTRACTOR

- 10.1 The Bidder shall provide name of all subcontractors to whom the Bidder will subcontract.
- 10.2 The Bidder shall provide the following information regarding the subcontractor:
 - 10.2.1 Proof of the subcontractor's valid business registration with the New Jersey Department of Treasury, Division of Revenue as defined in N.J.S.A. 52:32-44.
 - 10.2.2 Proof of the subcontractor's valid Public Works Contractor Registration with the New Jersey Department of Labor.
- 10.3 Consent of the NJSEA to allow work to be subcontracted does not relieve the Contractor of its responsibility for the Work. The Contractor is responsible for the work of subcontractors and for ensuring that the work performed by subcontractors conforms to the Contract.
- 10.4 The NJSEA's consent to subcontract any part of the Work shall not be construed as approval of the subcontract or its terms, but only as approval of the Contractor's request to subcontract to its chosen subcontractor.

11.0 APPLICABLE LAWS

- 11.1 This Contract shall be construed and governed by the laws of the State of New Jersey. It is the Contractor's responsibility to be aware of and comply with Federal, State, and local laws, ordinances, rules, and regulations, and orders and decrees of bodies or tribunals having jurisdiction or authority that affect those engaged or employed on the Work, or that affect the conduct of the Work.
- 11.2 The Contractor shall observe and comply with, and ensure the Contractor's agents and employees observe and comply with, laws, ordinances, rules, regulations, orders, and decrees.
- 11.3 The Contractor shall defend and indemnify the NJSEA and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's agents or employees, subcontractors of any tier, or suppliers.
- 11.4 If discrepancies or inconsistencies are discovered between any document of the Contract and any law, ordinance, regulation, order, or decree, immediately notify the NJSEA in writing.
- 11.5 The Contractor shall obtain permits, grants, licenses, authorizations, certifications, and other approvals for the prosecution of the Work, except where the NJSEA has already procured such permits, grants, licenses, authorizations, certifications, and other approvals.
- 11.6 The Contractor shall comply with all required permits, grants, licenses, authorizations, certifications, and approvals. The NJSEA reserves the right to suspend the Work if the Contractor fails to comply with required permits, grants, licenses, authorizations, certifications, and approvals.
- 11.7 The Contractor is responsible to pay fines levied against the Contractor, its agents, employees, and subcontractors that arise out of or are alleged to arise out of noncompliance with permits, grants, licenses, authorizations, certifications, or approvals.
- 11.8 The NJSEA will recover from the Contractor costs due to fines levied against the NJSEA that arise out of, or are alleged to arise out of, noncompliance by the Contractor, its agents, employees, and subcontractors with permits, grants, licenses, authorizations, certifications, or other approvals.
- 11.9 The NJSEA may hold the Contractor responsible for all engineering, inspection, and administration costs (including overhead) incurred because of the Contractor's noncompliance.
- 11.10 There shall be no liability upon the NJSEA or authorized representatives of the NJSEA, either personally or as officials of the State, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the State.

12.0 EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27, and all rules and regulations issued there under.
- 12.2 During the performance of this contract, the contractor agrees as follows:
- 12.3 The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 NJSEA Compliance Officer setting forth provisions of this nondiscrimination clause.
- 12.3.1 The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees places 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.
- 12.3.2 The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.3.3 The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to the N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time with the Americans with Disabilities Act.
- 12.3.4 When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith effort to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

12.3.4.1 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 assurance from the construction trade union at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under Section 19.3.4.2 below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

12.3.4.2 If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of Section 19.3.4.1 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:

(1) To notify the NJSEA Compliance Officer, the Dept. of LWD, Construction EEO Monitoring Program, 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 its 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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 Dept. of LWD, Construction EEO Monitoring Program. 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 Section 19.3.4.3 below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) 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 NJSEA Compliance Officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction Monitoring Program upon request.

12.3.4.3 The contractor or subcontractor agrees that nothing contained in Section 19.3.4.2 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to Section 19.3.4.2 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 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 ration established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of Section 19.3.4.2 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 NJSEA compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the NJSEA by the Division, through its website, 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 monthly thereafter for the duration to his contract to the Division and to the NJSEA compliance officer.

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

- 12.3.5 The contractor and its subcontractor shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).
- 12.3.6 It is the policy of the NJSEA that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJSEA to perform under the construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.
- 12.3.7 The contractor must demonstrate to the NJSEA's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJSEA's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.
- 12.3.8 Evidence of a "good faith effort" includes, but is not limited to:
1. The Contractor shall require prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
 2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
 3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
 4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

12.3.9 To ensure successful implementation of Executive Order and Law, state agencies, independent authorities and colleges and universities must forward and Initial Project Workforce Report (AA201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

13.0 CONTRACT TIME

13.1 The Contractor shall complete all Work under the Contract and specified portions thereof within the time specified in the Contract Documents.

13.2 The Bidder shall, after being notified by the NJSEA to commence Work, initiate the Work diligently to ensure completion within the time designated therefore.

14.0 PAYMENTS, INSPECTION, & COMPLETION

14.1 No payment will be made unless duly authorized by the NJSEA and accompanied by proper documentation.

14.2 Payment will be made upon completion of the Work, including commissioning and testing of the installed system, in accordance with the NJSEA policy and procedures.

14.3 **Application for Payment:** Upon completion of the Work, including commissioning and testing of the installed system, the Contractor shall submit an application for payment by the Contractor to the NJSEA for review. The application shall be on a standard NJSEA state invoice form and shall be accompanied by the supporting documentation required by the Contract Documents, and any other information that the NJSEA may reasonably request.

14.3.1 The Contractor shall furnish written proof of payments made to subcontractors, manufacturers, suppliers, etc., within thirty days after receipt of payment for same. The NJSEA shall have the right to deduct from a subsequent payment application, an estimated amount to cover the cost of the subject materials, equipment, and/or work, if the proof of payment is not furnished.

14.3.2 It is agreed that this Project is one contract for the whole and complete Work. No partial payments by the NJSEA, or its use of parts of the Project shall constitute the acceptance of any part of the Work before final inspection, acceptance, or final payment.

14.3.3 The Total Contract Amount shall be the total compensation paid to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to, or undertaken by the Contractor in the performance of the Work, shall be at his own expense, without change to the Total Contract Amount.

14.4 The NJSEA may refuse payment of the whole or part of any application as may be necessary to protect the NJSEA from loss. Reasons for refusing to recommend payment, or for nullifying payments previously made, include but are not limited to the following:

14.4.1 Unacceptable Work not remedied.

14.4.2 Claims filed or reasonable evidence indicating probable filing of claims.

- 14.4.3 Failure of the Contractor to make payments properly to subcontractors, manufacturers, or suppliers.
- 14.4.4 A reasonable doubt that the Contract cannot be completed for the balance unpaid.
- 14.4.5 Damage to another contractor.
- 14.4.6 Failure of the Contractor to keep his work progressing and on schedule.
- 14.4.7 Failure to provide a status report on all complaints.
- 14.4.8 Failure to submit certified payrolls (including subcontractor's payrolls) corresponding to the time period covered by the payment application.
- 14.4.9 Failure to satisfactorily prosecute the Work in accordance with the Contract Documents.
- 14.4.10 Liens filed in connection with the Work.
- 14.4.11 Failure to submit any items required by the Contract Documents in the time frame specified.
- 14.4.12 Failure to maintain insurance and/or to provide proof of insurance.
- 14.5 **Contractor's Warranty of Title:** The Contractor warrants and guarantees that title to all work, materials, and equipment included in any and all of his applications for payment (whether or not incorporated in the Work), shall pass to the NJSEA at the time of payment free and clear of all liens.
- 14.6 **Final Inspection:** Upon written notice from the Contractor that the Work is complete, the NJSEA shall make a final inspection with the Contractor and the NJSEA. The NJSEA shall notify the Contractor (based on the NJSEA's observation of the Work during construction and the final inspection), in writing, of all particulars in which the Work is incomplete and defective. The Contractor shall immediately complete the Work, and remedy said deficiencies, to the satisfaction of the NJSEA.
- 14.7 **Acceptance of the Work:** After the Contractor has addressed all deficiencies to the satisfaction of the NJSEA, delivered all operations and maintenance instructions, all schedules, guarantees, bonds, certificates of inspection, and other documents in accordance with the Contract Documents, the NJSEA shall notify the Contractor in writing that the Work is acceptable.
- 14.8 **Application for Final Payment:** After the NJSEA has notified the Contractor of the acceptance of the Work, the Contractor shall submit his application for final payment. The application for final payment shall be accompanied by all the specified documentation (and such other data and schedules as the NJSEA may reasonably request), together with complete and legally effective releases or waivers of all liens arising out of, or filed in connection with, the Work. Said releases or waivers must be satisfactory to the NJSEA. If any subcontractor, supplier, manufacturer, fabricator or distributor fails to furnish a release or receipt in full, the Contractor may furnish a bond or other collateral (satisfactory to the NJSEA) to indemnify the NJSEA against any lien. Final payment shall not be made by the NJSEA unless the Contractor supplies all releases or waivers of liens.
- 14.9 **Acceptance of Final Payment Application:** If the NJSEA's review of the application for final payment and the accompanying documentation reveals the submittal is in accordance with

the Contract Documents, and the NJSEA is satisfied that the Contractor has fulfilled all his obligations, the NJSEA shall give written notice to the Contractor that the Project has been completed.

14.9.1 The issuance of payment by the NJSEA, and the acceptance of same by the Contractor, shall not constitute a waiver by the NJSEA of any rights with respect to the Contractor's continuing obligations under the Contract Documents. Further, it shall not constitute waiver of any legal arguments or defenses in any litigation filed against the Contractor by the NJSEA arising out of the Contract.

15.0 SUSPENSION OF WORK & TERMINATION:

15.1 The NJSEA may terminate the services of the Contractor after giving him and the surety seven (7) days written notice, upon the occurrence of any one or more of the following events. In such case, the Contractor shall not be entitled to receive any further payment. Where the Contractor's services have been so terminated by the NJSEA, said termination shall not affect any rights or remedies of the NJSEA against the Contractor existing at the time, or which may thereafter accrue.

15.1.1 If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code) now or hereafter in effect.

15.1.2 If the Contractor takes any equivalent or similar action by filing a petition or other notice under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

15.1.3 If a petition is filed against the Contractor under any chapter of the Bankruptcy Code now or hereafter in effect at the time of filing.

15.1.4 If a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

15.1.5 If the Contractor makes a general assignment for the benefit of creditors.

15.1.6 If a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable law or contract, whose appointment or authority to take charge of the Contractor's property is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

15.1.7 If the Contractor admits in writing an inability to pay his debts as they become due.

15.1.8 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents: including but not limited to, failure to supply sufficiently skilled workers, suitable materials, or equipment, or the failure to adhere to the progress schedule.

15.1.9 If the Contractor disregards any applicable laws or regulations.

- 15.1.10 If the Work to be performed under this Contract shall be abandoned by the Contractor. Abandonment shall mean that the Contractor has failed to perform any work on the Contract for a period of twenty consecutive calendar days.
- 15.1.11 If this Contract or any part thereof shall be assigned, transferred, or sublet without the previous notice to and written consent of the NJSEA.
- 15.1.12 If the Contract or any claim thereunder shall be assigned by the Contractor other than as herein specified.
- 15.1.13 If the Contractor fails to maintain insurance during the entire Contract term and until the NJSEA accepts the Contract Work and the Contract is ended or fails to provide the NJSEA with proof of insurance upon request of the NJSEA.
- 15.1.14 If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.
- 15.2 Upon seven days written notice to the Contractor, the NJSEA may elect to abandon the Work and terminate the Contract without cause and without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all Work completed to date.

16.0 CONTRACTOR'S COMPLIANCE

- 16.1 The Contractor and all subcontractor's shall provide the NJSEA with a Public Works Contractor Certificate certifying that all employees employed by the Contractor or by any subcontractor have been paid wages not less than those required by the Contract in compliance with N.J.S.A. 34:11-56.25, *et seq.*
- 16.2 The Contractor shall be responsible for obtaining and paying all construction permits and licenses and shall pay all inspection fees associated with the prosecution of the Work. The Contractor shall also schedule and pay for all utility connections required for the Work.
- 16.3 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The Contractor shall be responsible for the finished Work complying accurately with the Contract Documents.
- 16.4 The Contractor shall provide at all times on the site, a competent, full-time, resident superintendent, who shall not be replaced without written notice to the NJSEA, except under extraordinary circumstances. The superintendent shall be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 16.5 The Contractor shall be responsible for providing competent, suitably qualified personnel to survey, layout, and perform the Work required by the Contract Documents. The Contractor shall maintain good discipline and order at the site. The Contractor shall be responsible for removing any person from the site who appears to be incompetent, unfaithful, disorderly or otherwise unsatisfactory. Said person shall not again be employed at the site without the written consent of the NJSEA.
- 16.6 The Contractor shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The Contractor shall determine delivery availability for all items to be furnished and shall order all long-lead items as soon as possible after the award of the contract, to ensure delivery in time to complete the work in the time available.

- 16.7 If the Contractor elects to remove, replace or relocate any poles, utilities or structures during the performance of the Work, he shall be responsible for making all the necessary arrangements and obtaining all the necessary permits and approvals without the involvement of the NJSEA.
- 16.8 The Contractor shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJSEA as a result of the performance of the Work, the Contractor shall attempt to promptly settle with such other party.
- 16.9 The Contractor shall not load any part of the Work in a manner that will endanger the Work. The Contractor shall be responsible for damage caused to the Work and to adjacent property, subject to said dangerous stresses or pressures.
- 16.10 The Contractor shall be responsible for initiating, maintaining, and supervising all safety programs and precautions regarding the Work. The Contractor shall comply with all applicable laws and regulations for the safety and protection of persons and property; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall remedy all damage, injury or loss to any persons or property caused by the Contractor or any of his subcontractors, suppliers, organizations or other persons directly or indirectly employed by any of them. The Contractor's duties and responsibilities for safety and protection shall continue until the Work is deemed completed and is acceptable by the NJSEA.
- 16.11 The Contractor shall be responsible for repairing any damage caused by his operations that could affect public health and safety, within four hours of the occurrence or the NJSEA may have the repairs made by others at the expense of the Contractor. The Contractor shall repair all other damage expeditiously. Until such time as said other damage is repaired by the Contractor and approved by the NJSEA, twice the amount of the cost estimate for the repairs will be withheld from the Contractor's progress payment.
- 16.12 In the event of an emergency affecting the safety or protection of persons, the Work, the site or adjacent property; the Contractor shall be responsible to act to prevent threatened damage, injury or loss without special instruction or approval from the NJSEA.
- 16.13 The Contractor and his subcontractors shall protect the Work against any damage caused by the weather. If the NJSEA determines that any portion of Work has been damaged or injured by a failure on the part of the Contractor or his subcontractors to protect the Work, it shall be repaired or removed and replaced at the expense of the Contractor.
- 16.14 The Contractor shall be responsible for proceeding with the Work and adhering to the progress schedule during all disputes or disagreements with the NJSEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.
- 16.15 If the Work is defective, the Contractor fails to supply sufficiently skilled workers, suitable materials or equipment or fails to furnish or perform the Work in a manner that will guarantee conformance with the Contract Documents, the NJSEA may order the Contractor to stop the Work, at the Contractor's own expense, until the cause for such order has been eliminated.
- 16.16 The Contractor shall maintain books, records, and other documents pertinent to the performance of the Work, in accordance with accepted accounting procedures and practices. The NJSEA and/or any of their duly authorized representatives shall have access to such books, records, and other documents for the purpose of inspection, auditing, and copying.

The Contractor shall provide proper facilities for such access and inspection, and agrees to the disclosure of all information and reports resulting from access of the above records to any of the above agencies. Records shall be maintained and made available until three years from the date of final payment for the Project. Records which relate to any dispute, appeal, litigation or settlement of claims arising out of such performance (or costs or items to which an audit exception has been taken), shall be maintained and made available until three years after the date of the resolution of each dispute, appeal, litigation, claim or exception.

- 16.17 The Contractor shall constantly give his personal attention to the faithful prosecution of the Work and shall keep the Work under his personal control. The Contractor shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJSEA. The Contractor shall not assign any of the Work, or any monies payable under this Contract (or his claim thereto), without the written consent of the NJSEA and the surety on the bond.
- 16.18 The Contractor shall take all necessary precautions to protect and preserve existing utilities and improvements during all phases of the Work. The Contractor shall be solely responsible for any damage or disturbance of any existing utilities and improvements, and shall restore them to their original condition, at no cost to the NJSEA.
- 16.19 While performing the Work, the Contractor shall not encumber the premises with materials or equipment and shall keep the premises free from accumulations of waste materials. At the completion of the Work, the Contractor shall remove all waste and surplus materials, tools, equipment, and machinery and shall restore to original condition all property not designated for alteration by the Contract Documents.
- 16.20 The Contractor warrants and guarantees to the NJSEA that all Work will be performed in accordance with the Contract Documents and that the completed Project will not be defectively or improperly installed. The Contractor agrees that all work improperly performed shall be remedied, all defective Work shall be repaired or replaced, and all improperly installed Work shall be reinstalled correctly in accordance with the Contract Documents.
- 16.21 Unless otherwise provided, the Contractor will be expected to accomplish all of the work for this project during normal working hours. No work shall be performed on Saturdays, Sundays, Holidays, or prior to 8:00 AM or after 5:00 PM on any normal working day without the permission of the NJSEA. All work operations must comply with local ordinances.

17.0 PREVAILING WAGE ACT

- 17.1 The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Bidder's signature on this BID is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this BID has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Bidder's signature on the BID is also his guarantee that he and any subcontractors he might employ to perform the work covered by this BID will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 17.2 The Contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period.

- 17.3 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

18.0 INSURANCE

- 18.1 The Bidder shall indemnify defend and hold harmless the NJSEA and any of its employees, agents, against any loss, liability, claims or demands (including death and/or property damage) arising out of resulting, in whole or in part, from the Bidder's performance of this Contract.
- 18.2 All insurance that will be required to be maintained by the Bidder shall be in the amounts and for the coverage's specified herein. Insurance companies must be licensed to do business in the State of New Jersey.
- 18.3 **INSURANCE:** The Contractor shall furnish the NJSEA with satisfactory proof that he/she has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJSEA. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract shall be fully and satisfactorily performed. The NJSEA, shall be named as additional insured under all the policies, except the Compensation Insurance.
- 18.4 The Contractor shall furnish to the NJSEA certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified. Specific reference to the Contract shall be made in all policies.
- 18.4.1 **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**, including Independent Contractor's Completed Operations and Contractual Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000) each occurrence and with an annual aggregate of two million dollars (\$2,000,000) with respect to bodily/personal injury and property damage. Said policies of insurance shall contain a provision or endorsement providing insurance protection against property damage caused by explosion or collapse; and against damage to or interference with other facilities.
- 18.4.2 **CONTRACTOR'S VEHICLE LIABILITY INSURANCE**, for "any auto/vehicle" for the duration of the contract for bodily injury/property damage with a combined single limit of one million dollars (\$1,000,000).
- 18.4.3 **EXCESS LIABILITY INSURANCE**, in the amount of five million dollars (\$5,000,000) is to be provided in addition to the above requirements.
- 18.4.4 **COMPENSATION INSURANCE**, coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Contractor shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Contractor's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the Contractor (and any subcontractors) shall also provide adequate employer's liability insurance for the protection of these employees.

- 18.5 Subcontractors: The Contractor shall not permit any subcontractor to commence work on his subcontract until all similar insurance (as listed above) required of the subcontractor has been obtained and approved. Copies of all Subcontractors certificates are to be forwarded to the NJSEA.
- 18.6 All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) days written notice to the NJSEA by certified mail.

19.0 NJSEA RIGHT TO DEDUCT MONIES

- 19.1 The Contractor shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages, and costs, from all monies due, or to become due, the Contractor under this Contract for any defect, omission, or mistake of the Contractor or his employees, and the repairs of same, as determined by the NJSEA.

20.0 FINANCIAL RECORDS

- 20.1 The Bidder and all subcontractors shall maintain their books, records, financial documents and all financial records relevant to the project pursuant to the Contract Documents in accordance with generally accepted accounting principles.

21.0 ETHICS STANDARDS

- 21.1 The Bidder must not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJSEA employee, or agent as defined by N.J.S.A. 52:13D-13b. and N.J.S.A. 52:13D-13e., or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee or agent, or any partnership, firm or corporation with which they are employed or associated, or in which such employee or agent has an interest within the meaning of N.J.S.A. 52:13D-13g.

22.0 AMERICANS WITH DISABILITIES ACT

- 22.1 The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

23.0 STOCKHOLDER DISCLOSURE

- 23.1 N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the Bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

- 23.2 Failure to submit a stockholder disclosure document shall result in rejection of the Bid.

24.0 BUSINESS REGISTRATION

24.1 Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its Bid submission. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.htm

25.0 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

25.1 The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who Bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lsse/lspubcon.html>.

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BID DOCUMENT CHECK LIST

Required by NJSEA	SUBMISSION REQUIREMENT	Initial each item submitted with the Bid (Bidder's Initials)
Name of Bidder:		
√	Bid Form	
√	Bid Bond (with Power of Attorney in the amount of 5% of the total Bid)	
√	Consent of Surety	
√	Acknowledgement of Receipt of Addenda	
√	Affirmative Action Compliance	
√	Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2	
√	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions	
√	Non-collusion Affidavit (form must be notarized)	
√	Affidavit of Authorization (form must be notarized)	
√	Moral Integrity Affidavit (form must be notarized)	
√	Set-off For State Tax for Contract	
√	Experience Affidavit	
√	Subcontractor Identification Form	
√	Bidder's and all subcontractor's Certificate (s) of Business Registration, pursuant to N.J.S.A. 52:32-44	
√	Bidder's and all subcontractor's Public Works Contractor Registration Certificate, pursuant to N.J.S.A. 34:11-56.25	
√	NJ MacBride Principles Form	
√	Disclosure of Investment Activities in Iran	

The following documents must be included in Bid package. The NJSEA reserves the right to reject a Bid for failure to submit any of the following forms or documents.

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BID FORM

This Bid will not be accepted after 11:00 a.m., prevailing time, on **FRIDAY, JANUARY 22, 2016** at which time all BIDS received will be publicly opened and read. The Bidder agrees that this Bid will not be withdrawn for a period of sixty (90) calendar days after the closing time for receipt of BIDS.

The undersigned declares that this Bid is made without connection to any other person or persons making a Bid for the same Work, and is in all respects fair without collusion or fraud.

The undersigned has determined the quantity and quality of equipment and materials required, have investigated the location and determined sources of supply, have investigated labor conditions, and has arranged for the continuous prosecution of the Work of this Contract.

The undersigned agrees to be bound by the award of the Contract, and if awarded the Contract, to execute the Contract, to furnish the required bonds and insurance certificates, and to furnish all other information required by the Contract Documents within the specified time limits.

The undersigned understands that the NJSEA reserves the right to reject any and all BIDS, or waive any informality or technicality in any Bid, in the interest of the NJSEA.

The undersigned has examined the Contract Documents, and the location of the proposed Work, and is familiar with the local conditions at the place where the Work is to be performed. The Bidder understands that information relative to any existing structures , apparent and latent conditions, and natural phenomena as furnished in the Contract Documents or by the NJSEA, carries no guarantee, expressed or implied, as to its completeness or accuracy, and has made all allowances therefore.

The undersigned agrees to perform all of the Work described in the Contract Documents, provide all labor, equipment, and materials necessary for the completion of this Contract. The undersigned further agrees to complete all work as specified and shown to a fully acceptable condition for the following Total Contract Price:

IF A CORPORATION:

Incorporated Under the Laws of the State of _____

Signature of Bidder _____

Title of Bidder _____

Dated _____

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Affix Corporate Seal Here

IF A PARTNERSHIP, INDIVIDUAL OR NON-INCORPORATED ORGANIZATION:

Signature of Bidder _____

Title of Bidder _____

Date _____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BID BOND

All Bidders are required to submit a Bid Bond in the amount of 5% of the Total Bid. A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Bid Bond on behalf of the Surety for the full amount of the Bid Bond must accompany the Bid Bond.

KNOW BY ALL MEN BY THESE PERSENTS, that the Bidder, hereinafter called the Principal:

Principal Name: _____

Principal Address: _____

And the Surety:

Surety Name: _____

Surety Address: _____

A corporation duly organized under the laws of the State of _____ are held and firmly bound onto NEW JERSEY SPORTS AND EXPOSITION AUTHORITY , in the Penal Sum of

(BID BOND - AMOUNT IN WORDS)

(BID BOND - AMOUNT IN NUMBERS)

That for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY a Bid, attached hereto and made a part hereof to enter into a Contract in writing for the following project:

Inverter Replacement

NOW, THEREFORE,

If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for the faithful performance of said Contract, and for the prompt payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respect perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the NJSEA may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth below.

SIGNED AND SELAED this _____ day of _____ 20_____

PRINCIPAL (seal)

WITNESS

TITLE

SURETY (seal)

WITNESS

TITLE

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

CONSENT OF SURETY

A Performance and Payment Bond will be required from the successful Contractor on this project, and consequently, all Bidders shall submit, with their Bid, a consent of surety in substantially the following form:

To: **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

Will provide to the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY** a Performance and Payment Bond (PPB) within 14 days of the date of Notice of Award in the full amount of the Total Bid Price less the cost of obtaining the PPB as listed in the Bid Form, in the event that said Bidder is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

Consent of surety must be signed by an authorized agent or representative of a surety company and not by the individual or company representative submitting the Bid.

A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Consent of Surety on behalf of the Surety for the full amount of the Bid Price must accompany the Consent Surety.

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

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: _____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AFFIRMATIVE ACTION COMPLIANCE

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 NJSEA, after notification of award but prior to execution of this contract, one of the following two 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;

After notification of award, but prior to signing the contract, the contractor shall submit to the NJSEA and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an Initial Project Workforce Report (Form AA-201) provided to the NJSEA by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report (Form AA-202) once a month thereafter for the duration of the contract to the Division and to the NJSEA compliance officer. The contractor shall also cooperate with the NJSEA 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Note: This notice must be completed, signed and returned with your signed contract.

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror? | <input type="checkbox"/> | <input type="checkbox"/> |

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

- | | | |
|--|--------------------------|--------------------------|
| 2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

For Questions 2-4 answered "YES", you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____ State _____ Zip Code _____	<input type="button" value="Delete Entry"/>
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____

Partner Name: _____ **Ownership Interest** _____ %

Business Address: _____

City _____ **State** _____ **Zip Code** _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS MUST COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, please sign and date below

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____ ss:

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

I am (NAME) _____ in the firm of _____, the Bidder making the Bid for this Contract;

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

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

All statements contained in said Bid, and in this affidavit, are true, correct, and made with the full knowledge that the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY relies upon the truth of the statements contained in the Bid and this affidavit in awarding the Contract for the Project.

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

(Name of Bidder)

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

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

(Type or print name of affiant under signature)

(Notary Public)
My commission expires _____ 20 _____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AFFIDAVIT OF AUTHORIZATION

State of _____
County of _____ ss:

_____, being duly sworn, deposes and says that he resides at _____, that he is the (TITLE) _____ who signed the Bid for this Contract, that he was duly authorized to sign, that the Bid is a true offer of the Bidder, that the seal attached is the seal of the Bidder, and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Type or print name of affiant
under signature)

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

(Notary Public)

My commission expires _____, 20_____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

MORAL INTEGRITY AFFIDAVIT

STATE OF _____

ss:

COUNTY OF _____

I, _____, the (TITLE) _____

of (COMPANY) _____, hereinafter called the Bidder, being first duly

sworn; deposes and says that:

1. The Bidder has submitted a Bid to the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY regarding this Contract on _____.
2. The Bidder wishes to demonstrate moral integrity to the satisfaction of the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY.
3. As of the date of signing this affidavit, neither the Bidder, not any of his owners, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):

4. Neither the Bidder nor any of his owners, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):

_____.

5. The Bidder is incorporated in the State of _____.

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

7. The names and addresses of the principals, shareholders and officers of the Bidder are as follows:

MORAL INTEGRITY AFFIDAVIT (Continued)

(Use additional sheets, as required)

8. He is personally acquainted with the operations of the Bidder, has full knowledge of the factual basis comprising the contents of this Affidavit, and knows the contents are true.
9. This Affidavit is made to the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY to accept the Bid for this Contract, knowing that the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY relies upon the truth of the statements contained herein.

(Bidder)

(Type of print name of affiant under signature)

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

(Notary Public)

My commission expires _____, 20_____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

SET-OFF FOR STATE TAX FOR CONTRACT

Please be advised that , pursuant to P.L., 1995 c. 159, effective January 1, 1996, and notwithstanding any provisions of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods and services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S. corporation. The amount of the set off shall not allow for the deduction of expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Print or Type Title of Signer: _____

Date: _____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

EXPERIENCE AFFIDAVIT

The Bidder shall state below, or on sheets to be attached, at least (3) projects he has completed which were similar to this Contract, and during which the products specified herein were used. The information required below shall include the title of the contract; the NJSEA's name, address, and telephone number; and the dollar value of work completed. This information will assist the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY in judging the Bidder's experience, skill, and business standing.

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

_____.

(Signed) _____

(Address) _____

(Date) _____ 20____

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

PB-MP.1 R10/2011

MACBRIDE PRINCIPLES FORM

**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Contract for Replacement of Inverter for Canopy Photovoltaic System

Prepared By
New Jersey Sports and Exposition Authority
One DeKorte Park Plaza, Lyndhurst New Jersey 07071
www.njsea.com

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

CONTRACT

This Contract, effective on the latest date of signature at the last page, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, P.O. Box 640, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

hereinafter called the Contractor, the party of the second part.

Whereas the NJSEA intends it to have the Contractor supply, construct, wire, install and commission the Replacement Inverter hereinafter called the Work, in accordance with the Plans, Specifications, and other Contract Documents.

NOW, THEREFORE, the NJSEA and the Contractor, in exchange for the mutual consideration set forth herein, agree as follows:

1.0 PARTS OF CONTRACT

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

- | | |
|-------|------------------------|
| 1.1.1 | Advertisement for BIDS |
| 1.1.2 | General Instructions |
| 1.1.3 | Forms |
| 1.1.4 | Contract Documents |
| 1.1.5 | Specifications |
| 1.1.6 | Plans |
| 1.1.7 | Addenda |
| 1.1.8 | Change Orders |

2.0 SCOPE OF WORK

The Scope of Work under this Contract consists of:

1. Supplying a replacement inverter and related components for the photovoltaic carport canopy located at the NJSEA campus. The Work shall include all labor, equipment, materials, tools, and services, including construction, wiring, and installation of the inverter and components. The Work shall include the testing and commissioning of the installed system, including the existing monitoring system, such that the photovoltaic system is deemed to be fully operational.
2. Five-year annual maintenance plan for the replacement inverter with a yearly on-site maintenance check-up.
3. Any additional work or materials specified in the Contract Documents including the RFP and addenda thereto.

3.0 THE CONTRACT SUM

The NJSEA shall pay the Contractor an amount not to exceed the following lump sum for the complete and successful performance of the Work:

\$ _____
(Amount in Numbers)

(Amount in Words)

4.0 TIME FOR COMPLETION:

4.1 Work under this Contract shall be completed within 60 consecutive week days/work days, weather permitting, from the date specified in the Notice to Proceed.

5.0 CONTRACTORS

5.1 The Contractor shall have sole responsibility for the complete effort as set forth in the Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due to any subcontractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the NJSEA may have arising out of the Contractor's performance of this Contract.

6.0 SUBCONTRACTORS

6.1 The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the NJSEA.

7.0 WORK

7.1 The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete all work required for the construction of the Project, in strict compliance with the Contract Documents.

8.0 PRICES OF WORK

8.1 The NJSEA will pay the Contractor based on lump sum BID, and the Contractor shall receive the lump sum stipulated in the BID as full compensation for the work specified under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or

from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

9.0 PAYMENTS

9.1 Payment shall be made to the Contractor in response to invoices submitted upon completion of the Work.

9.2 Records of the Contractor's direct labor costs (and other billable charges pertinent to its compensation under this Contract) shall be maintained in accordance with generally accepted accounting principles. Copies applicable to open invoices will be made available to NJSEA upon written request, prior to the final payment for the Contractor's services.

9.3 The Contractor shall submit a detailed invoice and an NJSEA invoice form upon completion of the Work. The NJSEA invoice shall show the total invoiced amount and a reference to the Contractor's detailed invoice, while the Contractor's detailed invoice shall contain an accounting of the cost of the Work.

9.4 The NJSEA shall notify the Contractor of any questions with respect to the invoice, within 30 working days after receipt of the invoice. The NJSEA and the Contractor shall designate representatives to resolve any disputes, as necessary. In the event that disputes remain unresolved for an extended period, the NJSEA will pay the portion of the invoice not in dispute.

10.0 WAIVERS

10.1 Neither the inspection by the NJSEA nor any of its agents, nor any orders, measurements of certificate by the NJSEA, nor any order by the NJSEA for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

11.0 INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, protect and save harmless the NJSEA, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature to the extent arising out of any act, error or omission in the performance of this Contract including, but limited to negligence, gross negligence, willful misconduct, intentional tort, fraud, bad faith, or criminal behavior of the Contractor, his agents, servants, employees, or subcontractors. The Contractor shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the NJSEA for which indemnification is provided under this paragraph, the Contractor shall, at his own expense, satisfy and discharge the same.

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

12.0 INSURANCE

12.1 Insurance shall be provided in accordance with Bid Package Section 18.0.

13.0 SUCCESSORS AND ASSIGNS

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

14.0 TERMINATION

14.1 The NJSEA may, upon seven days written notice to the Contractor, and at any time after the execution of this contract, terminate or limit the services of the Contractor furnished hereunder for any reasons; including but not limited to, the abandonment of the Project, or the unavailability of monies to complete the Work.

15.0 GUARANTEE AND CORRECTION OF DEFECTIVE WORK

15.1 The Contractor warrants and guarantees to the NJSEA that all Work will be performed in accordance with all federal, state, and local laws standards and regulations and these Contract Documents; and that the Work will not be defective.

15.2 If within two (2) years after acceptance date, any Work is found to be defective, the Contractor shall promptly correct the defective work, or remove and replace it with non-defective Work; as directed by the NJSEA, and at no additional cost to the NJSEA.

16.0 CHANGE ORDERS

16.1 Any changes to any material terms of this contract, including change orders, shall be at the sole discretion of the NJSEA, and shall be made by mutually agreed upon written amendment to this Contract.

17.0 ADVERTISING

17.1 The Contractor shall not use the NJSEA's name, logos, vehicles, or any data or results arising from this contract without first obtaining the prior written consent of the NJSEA.

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

FOR THE CONTRACTOR:

(Witness)

(Date)

(Typed Name of Firm)

Signature

Typed Name

Typed Title

FOR THE NJSEA:

(Witness)

(Date)

EXHIBIT A

