

Township of Monroe
Notice of Request for Proposals
Beer & Wine Garden Concession for Town Appreciation Music Festival
Under the Fair and Open Process

Pursuant to the fair and open process and in accordance with N.J.S.A. 40A:11-1 et. seq., proposals are requested by the Township of Monroe at its offices at 125 Virginia Avenue, Williamstown, NJ 08094 on **March 19, 2018 at 2:00 p.m.** for:

Qualified Business Entities with the Appropriate ABC Licensing to Provide a
Beer & Wine Garden Concession at the Town Appreciation Music Festival Scheduled
for
June 2, 2018 within the Township of Monroe

The purpose of this request is to enter into a contract with the most qualified bidder to provide a Beer & Wine Garden Concession within the Township is listed above and generally described in the Request. A qualified business entity will be selected through a competitive, quality-based, fair and open process, conditions, and services with any or all business entities responding to the request. The Township permitted by law, and may at its sole discretion decide not to proceed at all or to proceed with a portion of that work. The Township reserves the right to interview any or all proposers.

Full copies of the Notice of Request are available on the Township's website www.monroetownshipnj.org or from the Township Clerk at (856) 728-9800 ext. 214 or by mail at 125 Virginia Avenue, Williamstown, NJ 08094.

All questions regarding the Request should be made in writing to Jim Bonder, Director of Parks and Recreation and Community Affairs, 301 Blue Bell Road, Williamstown, NJ 08094.

Susan McCormick, Twp. Clerk

REQUEST FOR PROPOSAL
FOR
Beer & Wine Garden Concession
For Town Appreciation Music Festival within the
Township of Monroe

June 2, 2018

SUBMISSION DEADLINE
AT WHICH TIME PROPOSAL WILL BE OPENED IS

March 19, 2018 at 2:00 p.m.

ADDRESS ALL PROPOSALS TO:

TOWNSHIP OF MONROE
ATTN: SUSAN MCCORMICK, MUNICIPAL CLERK
125 VIRGINIA AVENUE, WILLIAMSTOWN
GLOUCESTER COUNTY
NEW JERSEY, 08094

**Detailed Specifications
Beer & Wine Garden Concession
For Town Appreciation Music Festival within the Township of Monroe**

GENERAL INFORMATION

Organization Requesting Proposal

Department of Parks and Recreation
Main Road and Blue Bell Road
Williamstown, NJ 08094

Contact Person(s)

Jim Bonder
Director of Parks and Recreation and Community Affairs
(856) 728-1372

Intent

1. It is the intent of the Township of Monroe to enter into a contract with the most qualified and responsible bidder(s), to provide a Beer & Wine Garden Concession from business entities that currently have the appropriate ABC licensing to provide these concession services. No other forms of alcohol will be authorized to be sold. There will be one contract award to a vendor for the Beer & Wine Garden Concession for this Township sponsored event. If in the event there is more than one qualified bidder, the submitting parties agree that the selection of the successful bidder will be determined by way of selection through random number selection.

Scope of Work

2. To make available this concession at the following 2018 Township sponsored event:
Town Appreciation Music Festival.
3. It is mandatory that the successful bidder is available on all of the aforementioned dates.
4. The event will be held at the Owens Field, Williamstown, New Jersey
5. The Township has established a minimum bid of \$250.00 for the exclusive rights to participate in the aforementioned date. The successful bidder shall be required to also pay to the Township twenty (20%) percent of the sales from the Beer & Wine Garden Concession.
6. It is the intent of these specifications to instruct the bidder on any additional requirements for submitting a formal bid; to include any additional terms and conditions of said contract; and to detail the contractor's duties, responsibilities and requirements under the contract.

Questions

7. Please do not contact the Township until such time you have read the complete Bidders Information and Specifications package. As you read, list your questions in order

referencing the page number and line item number. Then direct those questions and concerns to the Department of Parks & Recreation at Main Road & Blue Bell Road, Williamstown, New Jersey 08094 or by phone at (856) 728-1372 during normal weekdays between 8:30 a.m. and 4:30 p.m. Any questions that cannot be answered with the information already provided in the bid package will be shared with all bidders and answered through an addendum.

Bonds

8. No bonds or sureties are required for this bid, however, the vendor shall be subject to forfeiture of the bid and all payments to the Township for failure to comply with the terms and conditions as further defined herein.

Minimum Bidder Requirements

9. Bidders are required to read and become familiar with the complete bid package including the boiler plate located in the front of these specifications; not just the detailed specifications.
10. Bidders are required to read the complete bid package, not just the detailed specifications and give added attention to the following located in the boilerplate:
 - a. Notice to Bidders
 - b. Bidders Checklist
11. Bidders are required to comply with the requirements of P.L. 2004, c.57 and P.L. 2009 c.315 with regards to Business Registration Certificate. Bidders must have in their possession a Business Registration Certificate prior to submission of bid. A copy of your organization's Business Registration Certificate should be submitted with your bid or prior to award of bid.
12. Bidders must be familiar with and comply with all applicable local, state and federal laws, rules, regulations and ordinances associated with the services specified herein.
13. Successful bidder must provide a check payable to the State of New Jersey, Division of Alcoholic Beverage Control for the required fee for each 24 hour period.
14. Bidder must be in Compliance with State of New Jersey's. Department of Law and Public Safety, Division of Alcohol Beverage Control permits (A plenary retail consumption licensee: Application for Catering Permit, or a non-profit entity: Application for a Social Affair).
15. Bidders are required to secure any licenses or permits, etc. applicable for the legal conduct and operation for the business contemplated under this bid. Violation thereof shall be deemed to constitute a breach thereof.
16. Bidders are required to adequately staff their concession for each event.
17. Bidders are required to provide all equipment necessary for the operation of their concession. The equipment may be new or used and shall be subject to inspection and approval by the Township. No equipment that are flimsy, broken, or in poor condition shall be used.

18. Successful bidder will sign and submit the Township's Hold Harmless Agreement upon notification of award.
19. Successful bidder will provide a Certificate of Insurance, naming the Township of Monroe as additionally insured.
20. The Township will designate the area to be utilized. Bidders are to provide a written plan which should include the number of people checking for ID's, plans to prevent pass-off to minors, the type of security at the event, the limit of alcoholic beverages per transaction and any other relevant information pertaining to the event.
21. Successful bidder must meet with the Police Chief or his Designee to make certain that the written plan is acceptable and that all procedures are in compliance.
22. Successful bidder will supply Training Intervention ProcedureS (TIPS) certified servers and Security Officer Registration Act (SORA) staff trained staff in responsible alcohol sales and ID checks.
23. Successful bidder will acquire the proper and current local and County Health Department License.
24. Successful bidder will supply the personnel to run the concession, including servers, ID checkers and money collectors. All staff members are required to wear uniforms with identity. Use wristband ID System with ID verification outside consumption/sale area.
25. No other items are to be sold unless approved by the Parks and Recreation Commission.

Bid Proposal

26. The information and documents required in the Bidders Information and Specifications must be furnished in full. Any bidder not completing or not furnishing the documents or information will not be considered.
27. The bidder by submission of the proposal, certifies that he has carefully examined the Bidders Information and Specifications and fully understands the requirements, conditions and terms contained therein.

Bid Proposal Sheet

28. The bid proposal sheet must be completed properly, in its entirety and include an original signature of the individual preparing the bid proposal. Failure to do so will result in a rejection of the entire bid.
29. The Township has established a minimum bid amount of \$250.00 plus twenty (20%) percent of sales from the Beer & Wine Garden Concession. Bidders shall indicate on the Bid Proposal Sheet, on the appropriate line, their total bid amount.
30. Bid will be awarded to the highest responsible bidder being in full compliance of the bid specification.

31. Bidders must include with their proposal, payment in the full amount of their bid. Any bid received that does not include the payment, or not in the proper form, will not be considered.
32. Payment(s) shall be in the form of a certified check, or money order made payable to the "Township of Monroe". ***NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED!***
33. Every attempt will be made by the Township to return the unsuccessful bidder's check within 2 weeks. Checks not picked up by the bidder will be returned by certified mail to the address indicated on the bid proposal form.

Additional Submittals

34. The Township hereby requires that all bidders include the certificate with their bid as previously required as proof that the bidder has possession of the certificate at the time of the bid submittal as required by the law and to the expediency of awarding a contract.

Award

35. Bid will be awarded to a responsible bidder being in full compliance of the bid specification. If in the event there is more than one responsible bidder, selection shall be made by a random selection in a method to be established by the Township of Monroe.
36. The list of unsuccessful bidders shall be utilized in the event that any of the successful bidders fail to comply with the contract.
37. A meeting on site for the successful bidder upon resolution of award.

Contract

38. The complete Bidders Information and Specifications with the Detailed Specifications, Technical Specifications, Attachments, Addendums and all other documents, drawings and material shall be annexed to the signed contract documents and shall be adhered to in every respect.
39. This contract covers the operation of a beer and wine garden concession only. No other forms of alcohol will be authorized. The contractor shall conduct and operate the concession for no other purpose other than stated herein.
40. This contract is conditional upon the acceptance of the required insurance documents. Failure to provide the required coverage by the time indicated or failure to maintain full coverage during the term of the contract shall constitute a breach thereof and subject to immediate forfeiture of the contract.
41. This contract is conditional upon the contractors' compliance with all State, County, and Local laws, regulations and ordinances as well securing the necessary licenses and permits required for the legal conduct and operation of the business contemplated under the contract. Failure to abide by the above laws, rules, regulations and ordinances or failure to acquire or provide the necessary documents shall constitute a breach thereof and subject to immediate closure and forfeiture of the contract.

42. The successful bidder(s) shall submit proof of inspection and approval by the proper authorities.
43. Successful bidder must provide a check payable to the State of New Jersey, Division of Alcoholic Beverage Control fee of \$100 per 24 hour period.
44. Bidder must be in Compliance with State of New Jersey's. Department of Law and Public Safety, Division of Alcohol Beverage Control permits (A plenary retail consumption licensee: Application for Catering Permit, or a non-profit entity: Application for a Social Affair).
45. The contract is conditional upon proof of inspection and approval of the successful bidder's concession as required by the local and County Board of Health.
46. The successful bidder(s) hereby expressly waives all rights, claims, and demands and forever releases and discharges the Township of Monroe and its officers, agents and employees from any and all demands, claim, actions and causes of action arising from:
 - a) any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises hereby granted, which do not directly arise from the apparatus or equipment installed or maintained by the Township of Monroe;
 - b) any reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause;
 - c) any loss or damage sustained by the successful bidder(s) resulting from fire, acts of god and civil commotion or riots.
47. The contract shall begin at the date of award by the Township Council and conclude at the conclusion of the Township Appreciation Music Festival.
48. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract without written consent from the Township's duly authorized representatives.

Failure to Perform / Unacceptable Performance

49. Successful bidder is required to provide this service specific for the aforementioned date.
50. Should the contractor fail or refuse to perform or has not performed to the satisfaction or expectations of the Township under the terms and conditions of this contract, the Township shall have the right to immediately cancel this agreement and enter into a contract with another vendor for said services. In addition, the contractor shall forfeit all monies submitted to the Township as required under this contract.
51. The Director of Community Affairs and Chief of Police reserve the right to direct the contractor to remove from the premises any worker whom the Directory of Community Affairs and Chief of Police and/or his/her designees, with cause, considers detrimental to the best interests of the Township or to the public.

52. Bidders shall agree to refer all disputes to the Business Administrator or her designee and abide by her decision.
53. It is the responsibility of the awarded vendor to provide their own electrical power during the event; a silent quiet generator is acceptable.

Concession Operation

54. Equipment shall be installed in a manner not to be a hazard or nuisance to the workers, the general public or other vendors.
55. A price list of all beer and wine shall be prominently displayed at the counter. The successful bidder's prices shall be consistent with those of similar concessions selling products in the surrounding area.

Day / Time / Event

56. The 2018 Township Sponsored Event for this service is as follows:
Township Appreciation Music Festival – Saturday, June 2, 2018 (rain date: Sunday)
57. The Township reserves the right to reschedule current events to days, dates, times and places, other than those stated should it becomes necessary to do so.
58. Successful bidder should contact the Director of Parks and Recreation and Community Affairs at (856) 728-1372 at the earliest possible time regarding possible cancellation due to inclement weather.
59. Vendor will be notified by the Director of Parks and Recreation and Community Affairs or his designee at the earliest possible time regarding any changes to the schedule to include but not limited to additions, deletions, and rescheduling of date.
60. A refund will be given only if the Township of Monroe should cancel this event for any reason.
61. The successful bidder shall have their Concession fully operational and open for business as follows:
Township Appreciation Music Festival – Saturday, June 2, 2018 - 4:30 to 10:30 p.m.
62. No vehicle traffic will be permitted across the lawn between during the aforementioned date and times.

Conclusion of Performance

63. There will be no storage facilities available to the vendor for maintaining supplies or equipment at the park for any length of time including overnight storage.
64. The successful bidder agrees to remove from the area, all personal property, equipment and related items at the close of each event. The use of Township employees in the fulfillment of this provision is prohibited.

65. The Township will not be responsible for any equipment left on site or injuries that may occur by the equipment left on site. The Township will not provide security and will remove any equipment left in the park overnight as garbage the following morning by the Department of Recreation.

By signing below, I hereby certify:

- a) That I am authorized to act on behalf of the company in responding to requests for submissions of bids and proposals;
- b) That I have read the complete Bidders Information, Requirements and Specification Documents;
- c) That the company agrees to fully comply with the specification in its entirety and to provide said services at the rates your company has indicated on the Proposal Sheet.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

SIGNATURE: _____ DATE: _____

PHONE # _____ FAX # _____

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Please initial below, indicating that your proposal includes the itemized document
A PROPOSAL SUBMITTED WITHOUT THE FOLOWING DOUCMENTS IS CAUSE FOR REFUSAL.

Initial Below

- A. An original with two (2) signed unbound copies of your complete Proposal as well as a CD must be submitted. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
Goods, Professional Service and General Service Contracts _____
- D. Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability _____
- E. Disclosure of Investment Activities in Iran _____
- F. Public Disclosure Statement, properly notarized, listing the names
of all persons owning ten (10) percent or more of the proposing entity _____
- G. Authorized signatures on all forms _____
- H. Business Registration Certificate(s) _____
- I. Proof of General Liability Insurance, Workers Compensation Insurance
and Business Automobile Liability Insurance _____

Note: N.J.S.A. 52:32-44 provides that the Township of Monroe shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits it proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED
REQUIREMENTS

NAME OF PROPOSER:

Person, Firm or Corporation

By: _____ (Name) _____ (Title)

NON-COLLUSION AFFIDAVIT

STATE OF

SS

COUNTY OF

I, _____, of the _____ of _____
(Name)
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 _____, a _____ in the firm of
(Name) (Title, Position)
_____, the bidder making the proposal to the Township of
Monroe for work under a fair and open process for:

Beer & Wine Garden Concession

and that I executed the said Proposal with full authority to do so; that said responder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Response and in this affidavit is true and correct, and made with full knowledge that the Township of Monroe relies upon the truth of the statements contained in said Response and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except bona fide employees of the Contractor, and as may be permitted by law.

Name:
Title:

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

Notary Public of
My Commission Expires:

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information

Report Employee Information Report Form AA302

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

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

The contractor and the Township of Monroe (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

(Signature)

Date

**NJTPA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: _____ Proposer: _____

PART 1: CERTIFICATION

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 New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, action shall be taken 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. **Failure to complete the certification will rendered a respondent's proposal as non-responsive.**

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

- 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 NJTPA 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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

PART 3: 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: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Subscribed and sworn before me this ____ day of _____, 20 __. _____ (Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

(Seal)