

BOROUGH OF **ALPHA, NJ**

Warren County

New Jersey

LANDSCAPING SERVICES REQUEST FOR QUOTES #01-2024

Due By: March 12, 2024

Time: 12:00 PM

**1001 East Boulevard
Alpha, NJ 08865**

**PROPOSAL FORM
QUOTE #01-2024
BOROUGH OF ALPHA**

LANDSCAPING SERVICE

******EMAIL ALL RESPONSES NO LATER THAN:
MARCH 12, 2024 BY 12:00 P.M.**

TO THE BOROUGH OF ALPHA PURCHASING AGENT:

**PITTSCONSULTINGLLC@GMAIL.COM &
ALPHACLERK@ALPHABORONJ.ORG******

2024 PRICES		
LOCATION	PRICE WRITTEN IN WORDS	PRICE IN NUMBERS (CURRENCY)
LUMP SUM PRICE		
Extra Cuts if Required (per cut)		
McKinley Field		
Fieldhouse Fields		
Benke Field		
Soccer Field		
A Portion of Block 97, Lot 1		

Company Name
Security #

Federal ID # or Social

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

LANDSCAPING SERVICES

Scope of Work

ALPHA BOROUGH

Municipal facilities and utility properties shall be included in the below listed scope of work and standards of performance.

1.0 Standards of Work Performance

- 1.1 Lawn areas shall be cut weekly on Thursday or Friday or when grass reaches a maximum height of three (3) inches.
- 1.2 Mowing to be performed only when grass is dry or specifically allowed by the Borough's Director of Public Property or his/her Deputy Director.
- 1.3 Edging of walkway, if applicable - areas of planting beds shall be done after the first spring lawn mowing and once a month thereafter.

2.0 Vendor Familiarity with Fields

- 2.1 Prospective vendors are encouraged to visit the locations and become familiar with the scope of work
- 2.2 Technical questions as to the standards or locations of service should be directed to bmelick@alphaboronj.org
- 2.3 Individual site specifications can be discussed during the non- mandatory visit.
- 2.4 Such visits can be scheduled with the director of public works or deputy (email contact at 2.2).

3.0 Locations of Services – Please Refer to Attached Google Earth Renderings

- 3.1 Municipal Building
- 3.2 Frace Street Pump House
- 3.3 Pursel Street Pump House
- 3.4 McKinley Field
- 3.5 Park, Pool, Soccer & Fieldhouse Fields (Football, Baseball, & Softball)
- 3.6 Hobson & Springtown Intersection (See Aerial Photo, attached)
- 3.7 Benke Field
- 3.8 519 Pasture
- 3.9 Sewer Pump House
- 3.10 Veterans' Park on 1st Ave
- 3.11 519/Hawk Ave Triangle
- 3.12 Alpha Street Pump House
- 3.13 7th Ave Across from Grant St
- 3.14 7th Avenue – East Side, West side south of Alpha St & Alpha St, 6th to 7th

Ave

- 3.15 Corner of 7th & Olive and 7th, North of Olive, both sides
- 3.16 North side of Leigh Fuel
- 3.17 Industrial Park Drive
- 3.18 Industrial Drive Water Tower
- 3.19 A portion of Block 97, Lot1, preserved Green Acres Open Space/Recreation. Previously was a parking area, mostly gravel or millings. Needs to be weed whacked on the perimeter several times monthly.
- 3.20 Alpha Fire Department

4.0 Price

- 4.1 Each proposal shall include **a lump sum quote for all of the municipal properties.**
- 4.2 Should added service be required beyond the term of service, the vendor shall also include a per cut rate for each park listed.
- 4.3 Indicate per cut price on following fields:
 - 4.3.1 McKinley Field
 - 4.3.2 Fieldhouse Fields
 - 4.3.3 Benke Field
 - 4.3.4 The soccer field and adjacent areas total approximately 100,000 ft². The field is located to the south of the John Dolak Memorial Pool.

5.0 Evaluation of Quotes

- 5.1 Proposals shall be evaluated based upon the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et. Seq.,) as to Price and other factors

6.0 Contractor Equipment.

- 6.1 The Contractor shall furnish suitable truck or trucks for the carrying of all lawn mowers and equipment. The Contractor shall also be responsible for maintenance of its equipment, trucks, and mowers, as well as supplying the necessary fuel to operate same.

7.0 Conduct of Contractor and Employees.

- 7.1 The employees of the Contractor shall be courteous and polite to the residents of the Borough. The Contractor and/or his employees shall conduct themselves throughout the term of the Contract in a reasonable and proper conduct at all times in the execution of their duties, the Contractor

shall be obligated to rectify said conduct immediately upon written notice from the Borough. The failure by the Contractor to rectify notification of improper conduct within one week shall be a violation of the Contract.

8.0 Compliance with Agency Regulations.

8.1 The Contractor shall abide by any and all orders and/or directives of the Borough's Director of Public Property or his/her Assistant Director. Violations of this agreement allow for termination of this Contract by the Borough.

9.0 Term

9.1 The term of this contract shall be for:

9.1.1 April 1, 2024 until October 31, 2024.

9.1.2 Option as per N.J.S.A 40A:11-15 for:

- One (1), two (2) year extension.
- Up to two(2), one (1) year extensions

9.2 Regular service shall commence on or about the 1st of April at the direction of the Borough.

9.3 Season Prices are based upon 30 services from April through end of October.

9.3.1 All invoices for service shall indicate the date of service per location for consideration of payment approval by the Borough.

9.4 Commencing November 1, the vendor shall be "on call" for the Borough using the price per cut rate through November at the direction of the Borough.

10.0 Compliance with New Jersey Law

10.1 The successful vendor shall produce:

10.1.1 New Jersey Business Registration Certificate

10.1.2 New Jersey EEO compliance certificate either an AA302 application or a certificate of employment information report

10.1.3 A federal W9 tax form.

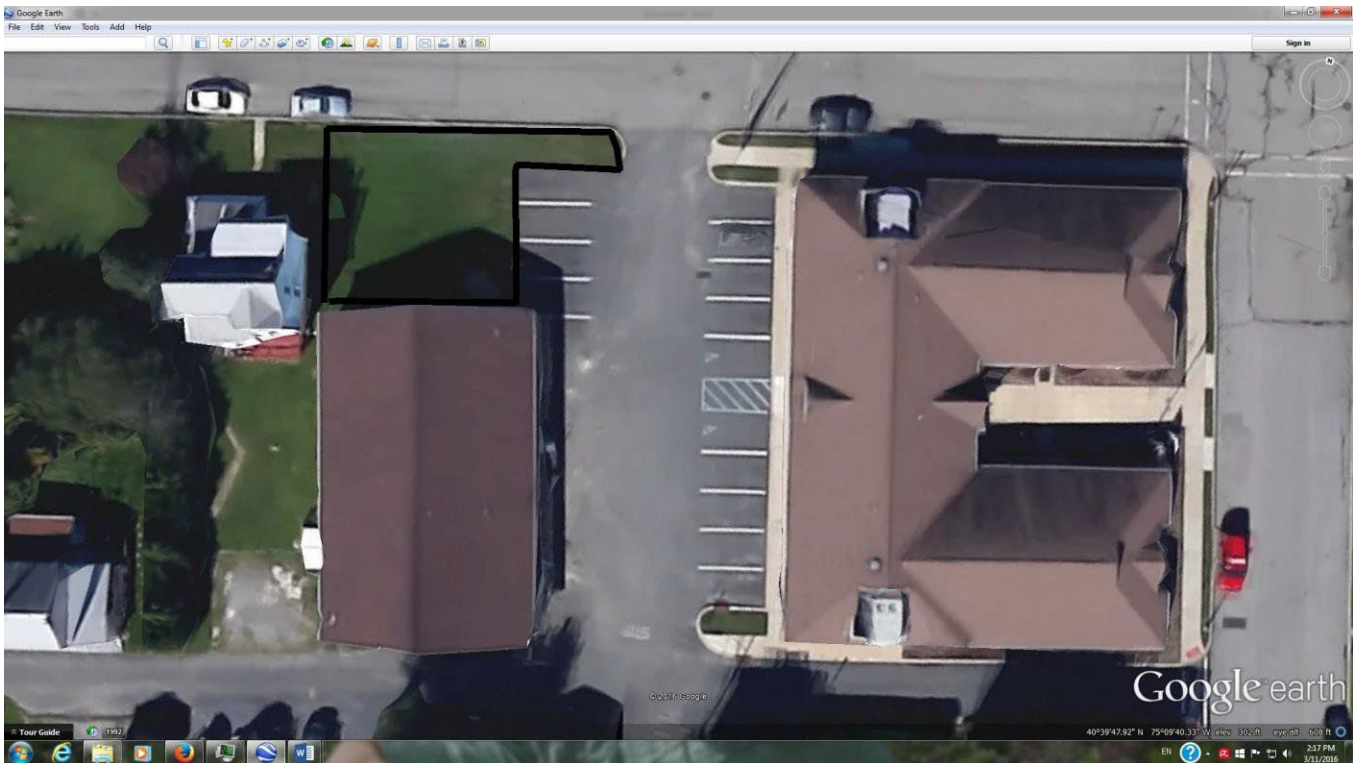
10.1.4 Questions as to documents shall be directed to the Purchasing Agent pittsconsultingllc@gmail.com

10.1.5 Certificate of Insurance after award listing the Borough of Alpha as additional insured and providing for \$1 million coverage per incident and \$2 Million aggregate.

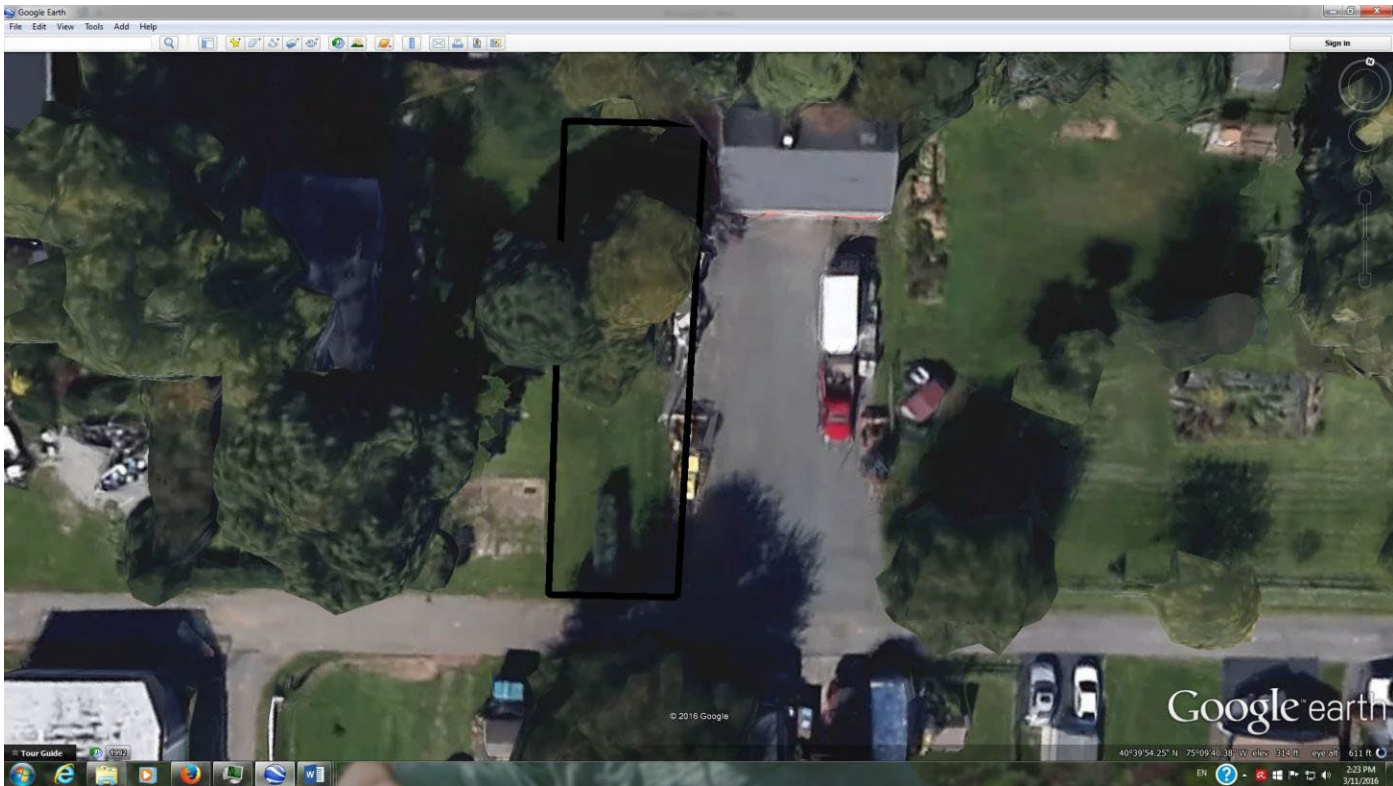
10.1.6 Any application of herbicides will be done in accordance with all NJDEP regulations concerning licensing, application rates, chemical selection, etc.

11.0 Property / Equipment Damage

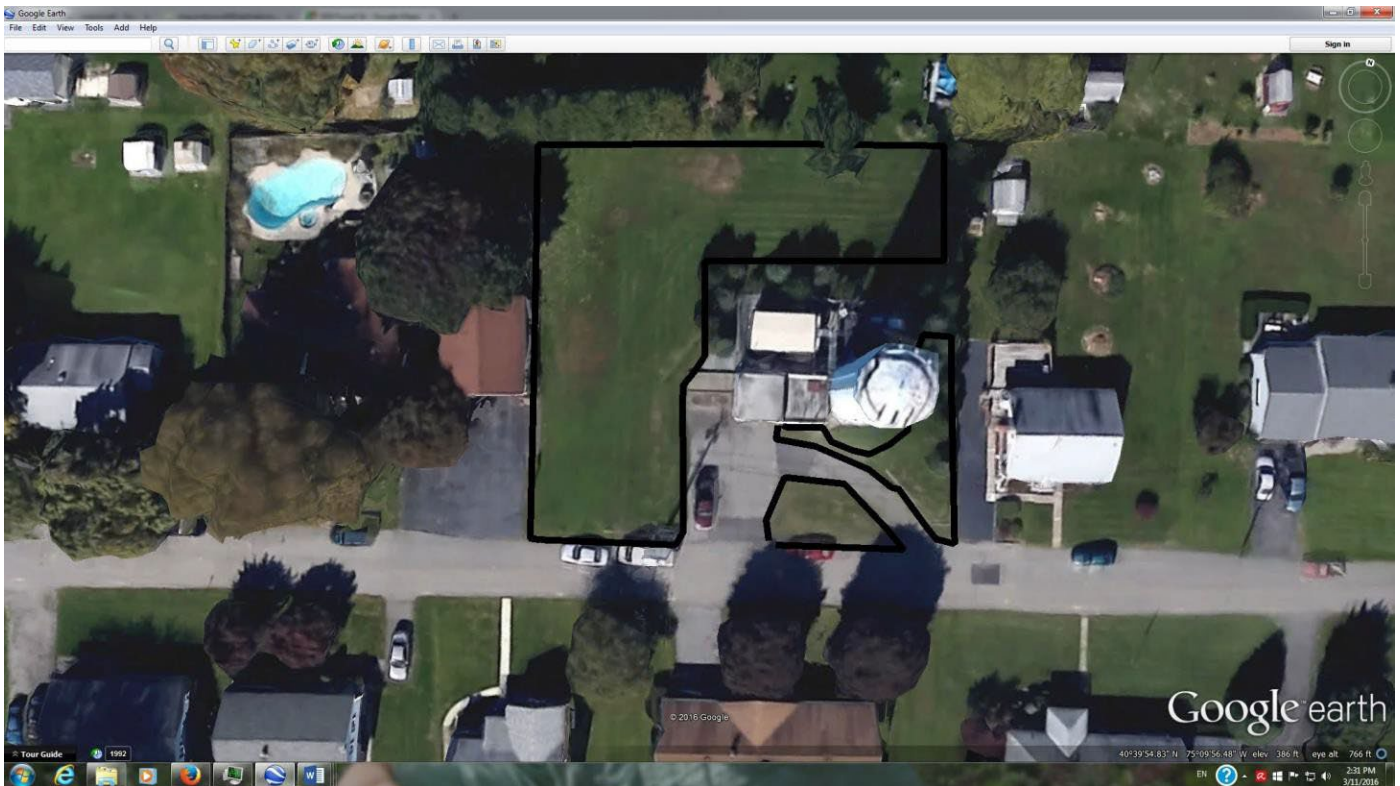
- 11.1** Any damage to Borough property/equipment caused by vendor shall be reported to the Borough immediately.
- 11.2** The Borough & Vendor will decide if the vendor will need to repair/replace said damage, reimburse the Borough, or go through vendor insurance policy.



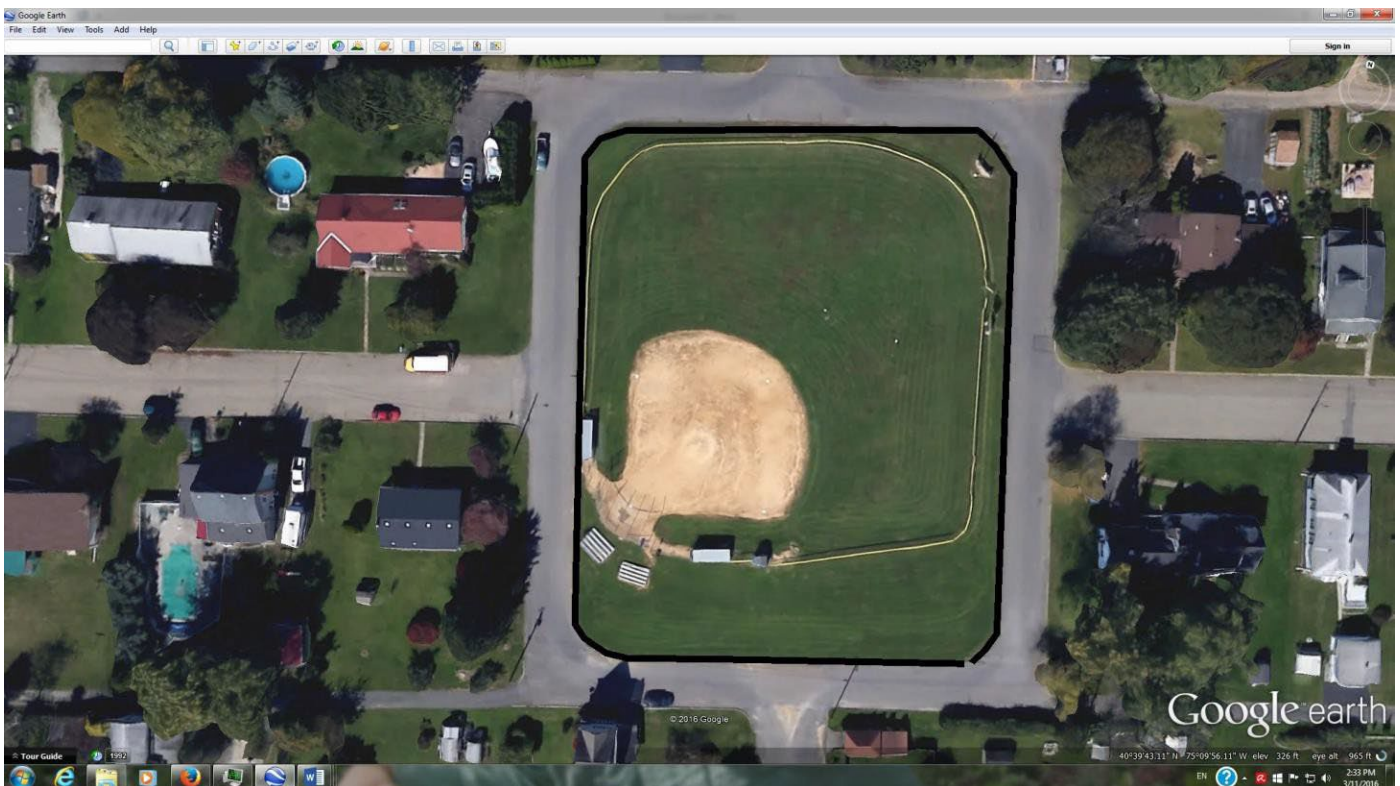
MUNICIPAL BUILDING – INCLUDE PLANNER STRIPS ON NORTH, SOUTH, AND EAST SIDES



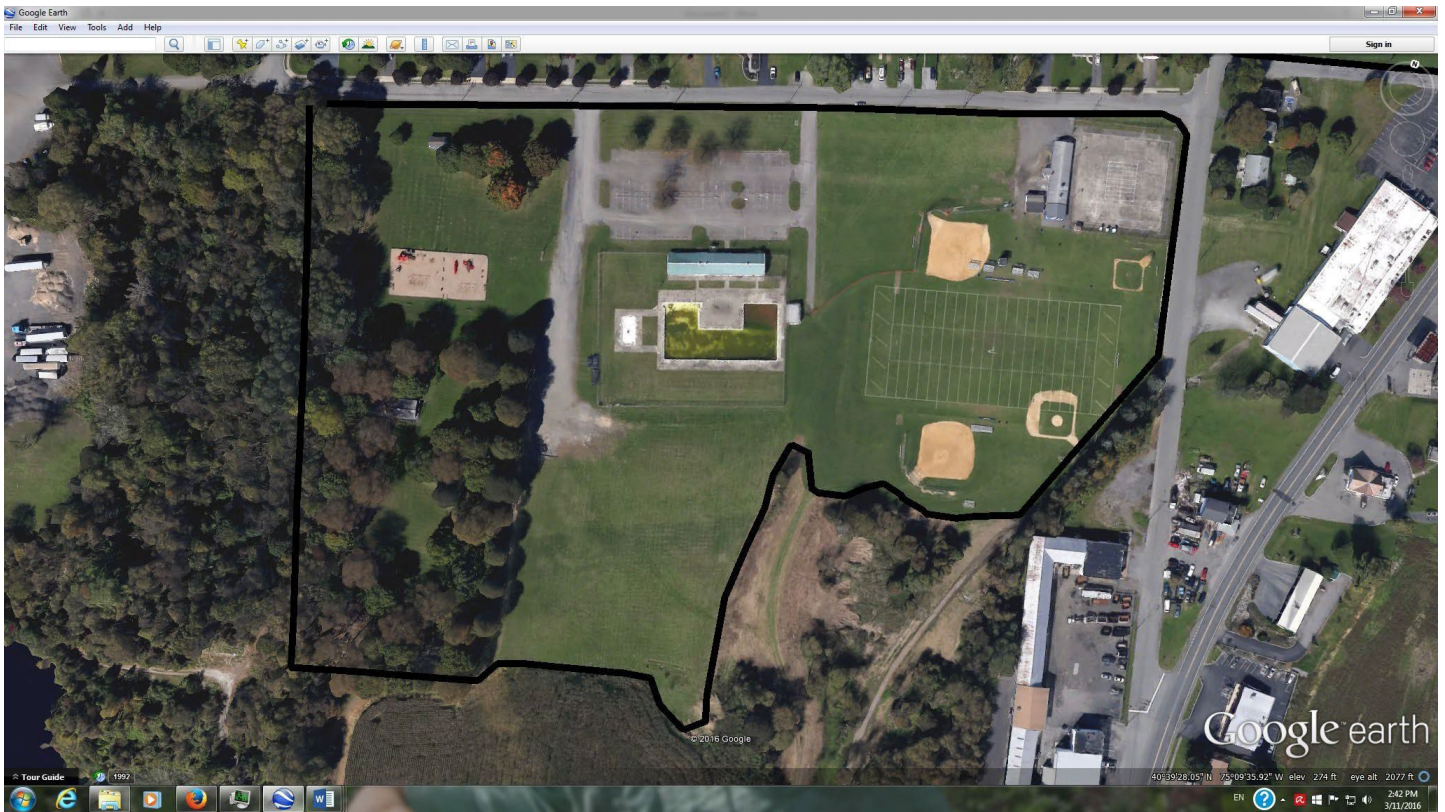
FRACE STREET TREATMENT PLANT – INCLUDES SMALL STRIP ON EAST SIDE



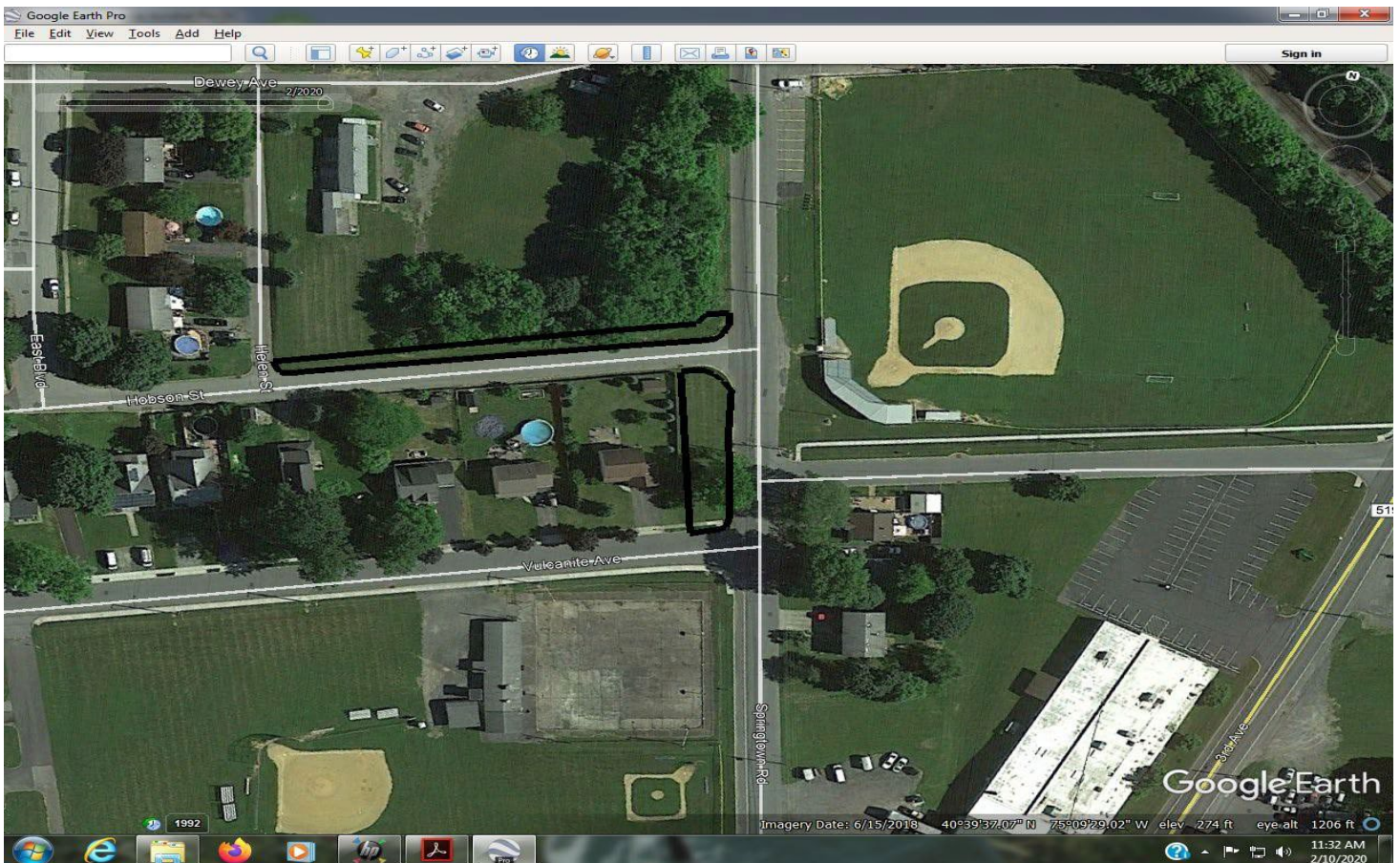
PURSEL ST PUMPHOUSE



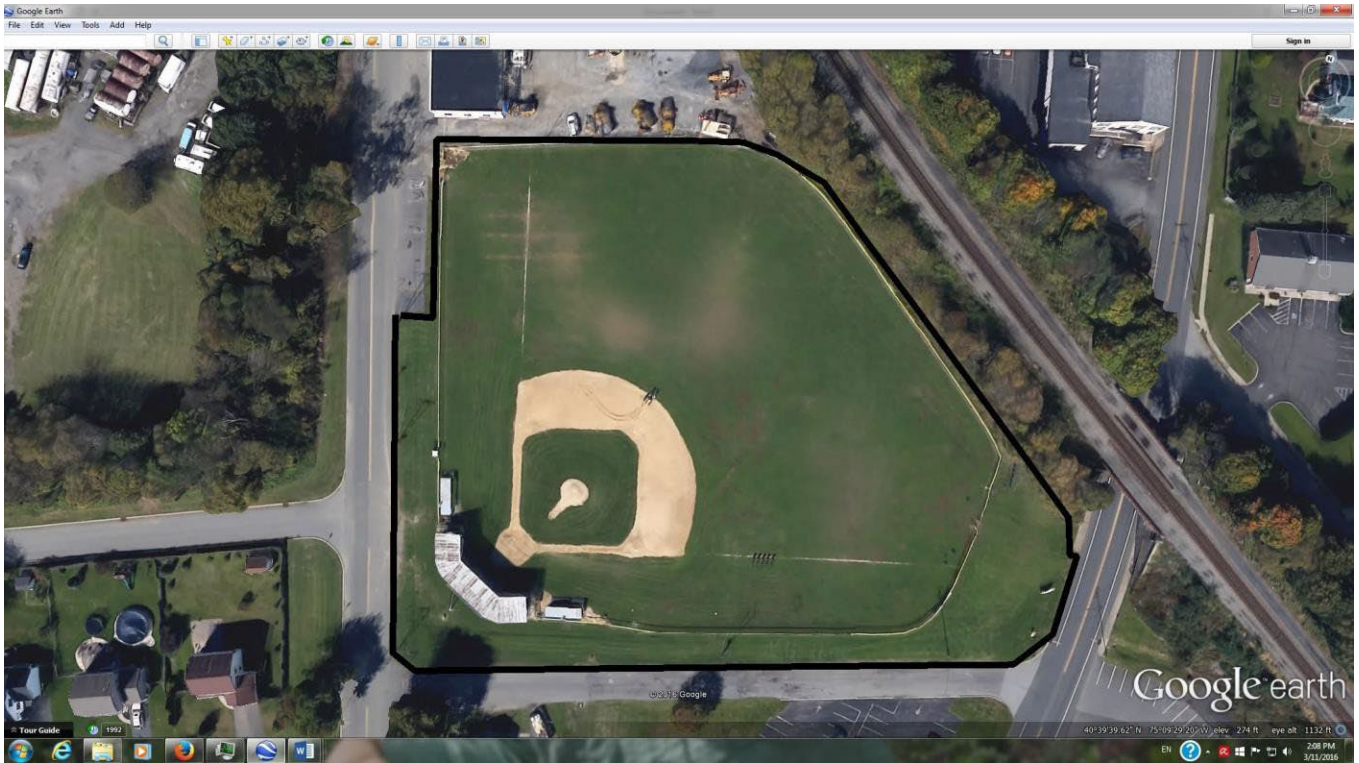
McKinley FIELD, AKA Circle Field



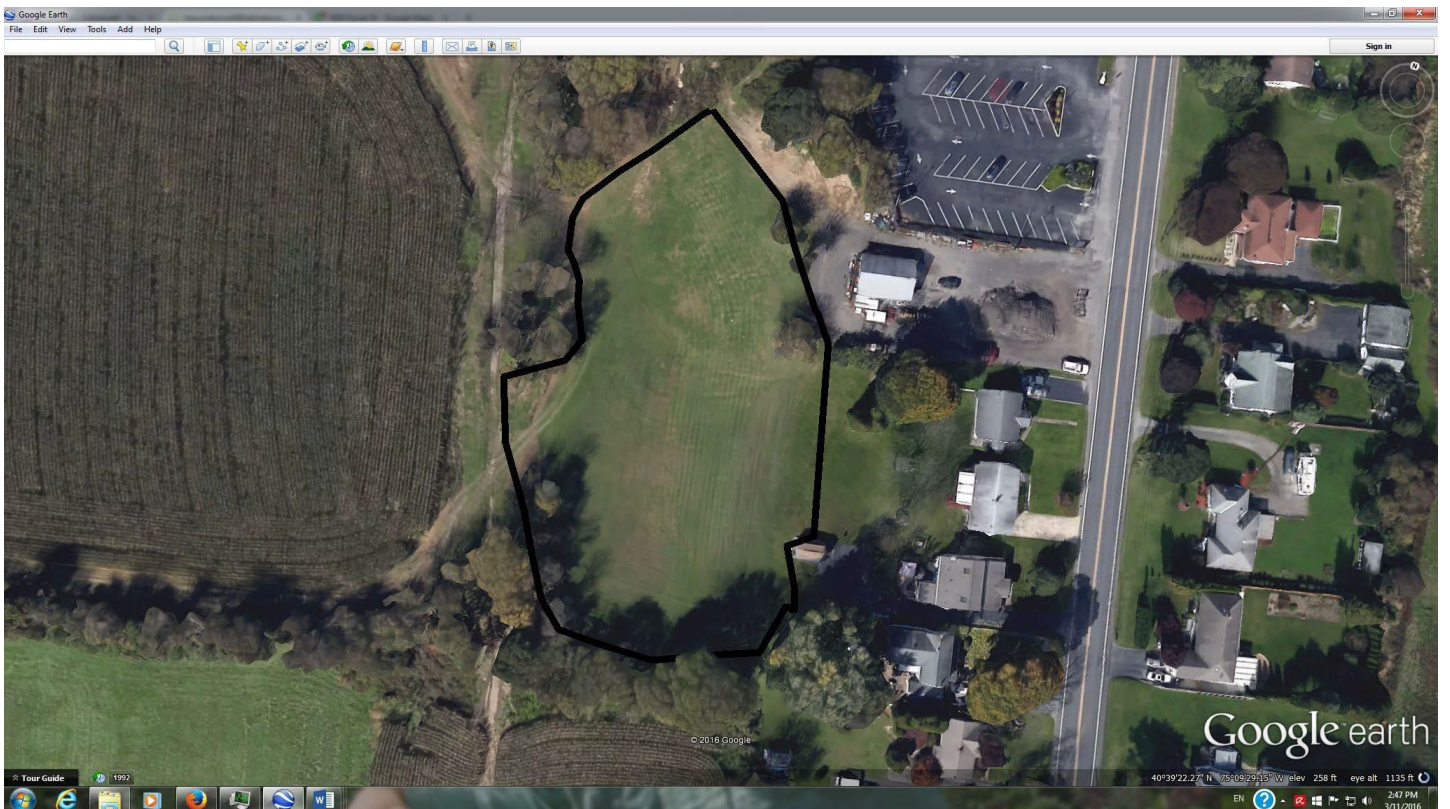
PARK, POOL, & FIELDHOUSE FIELD – MUST INCLUDE INSIDE FENCE AT POOL AND FIELDHOUSE



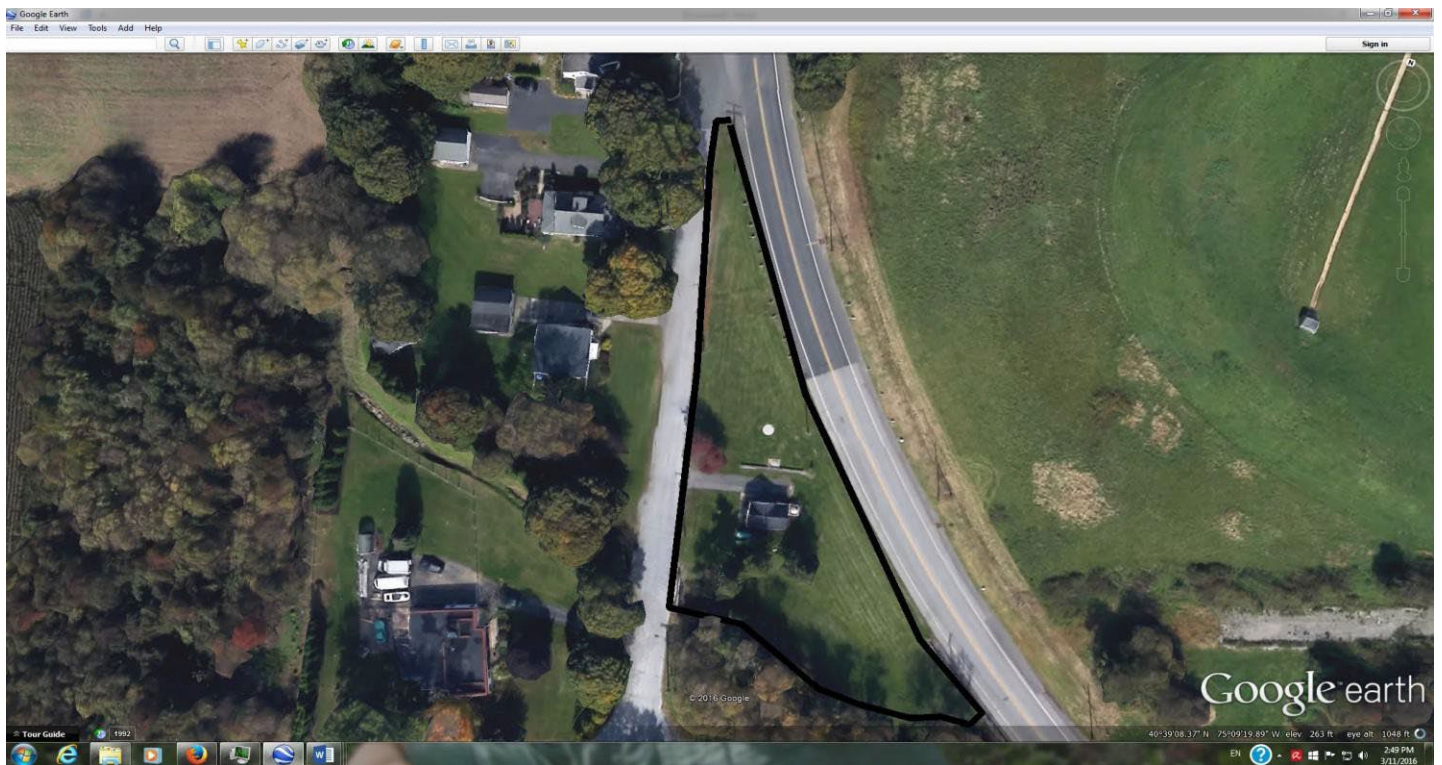
HOBSON, SPRINGTOWN RD



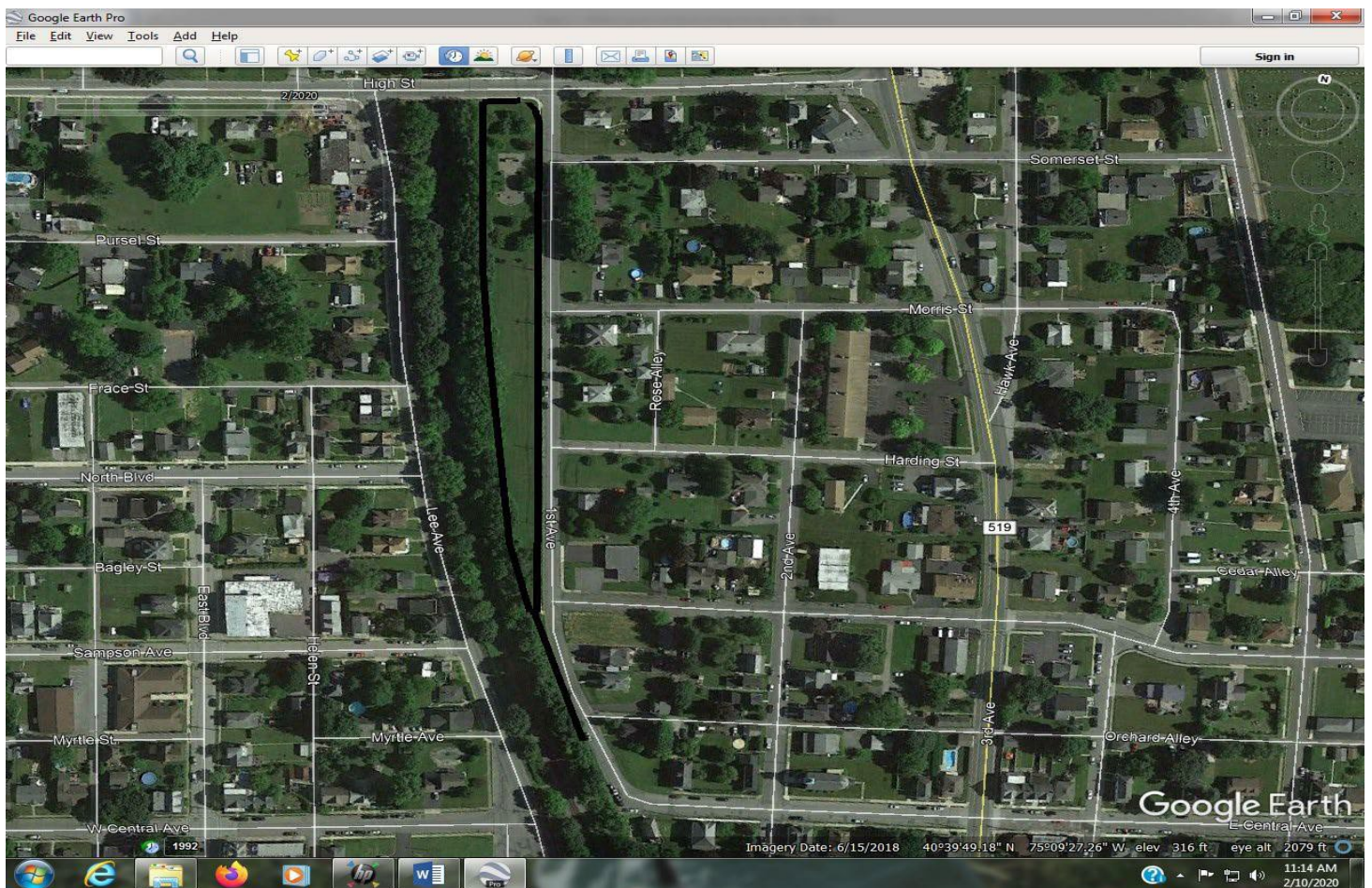
BENKE FIELD, AKA DOLAK FIELD



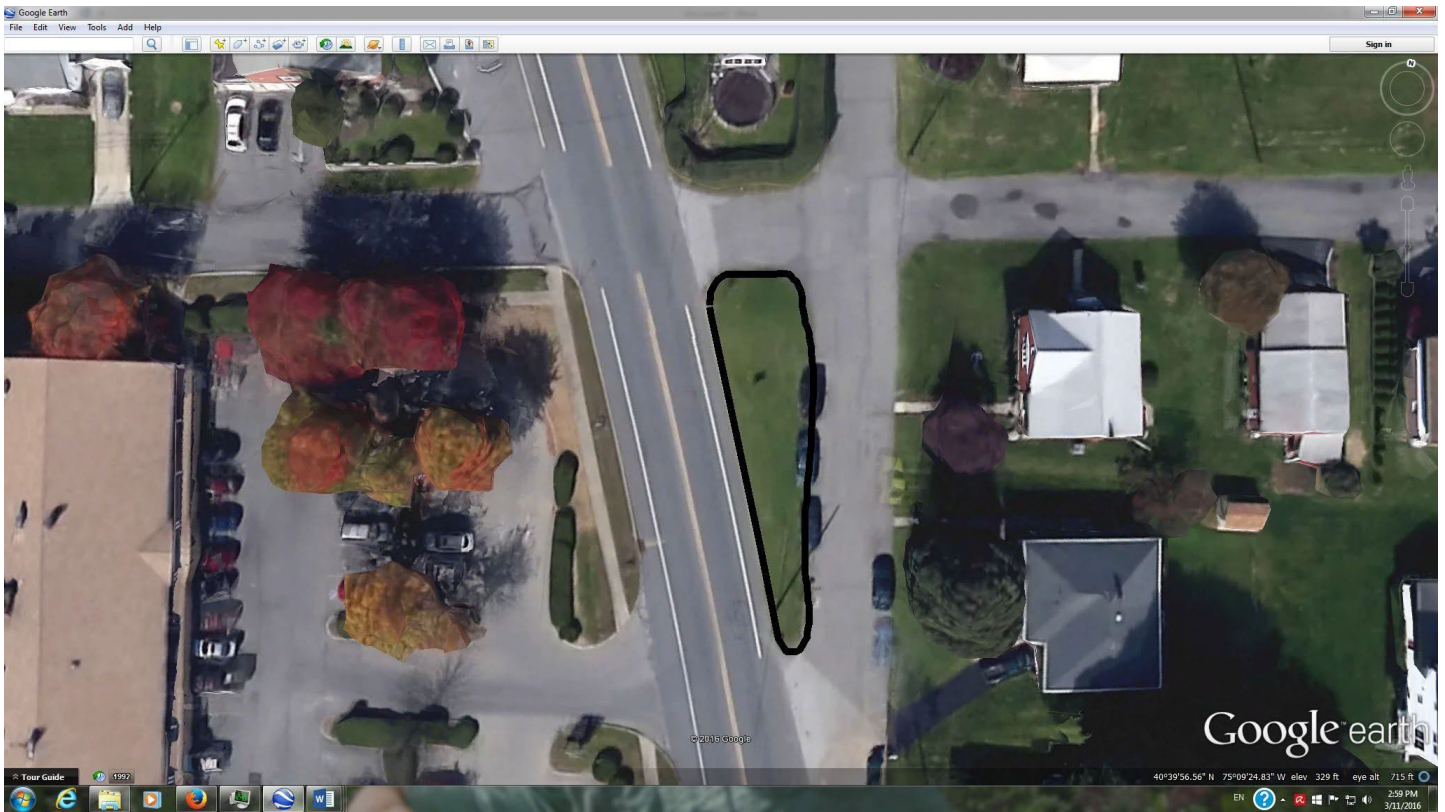
519 PASTURE



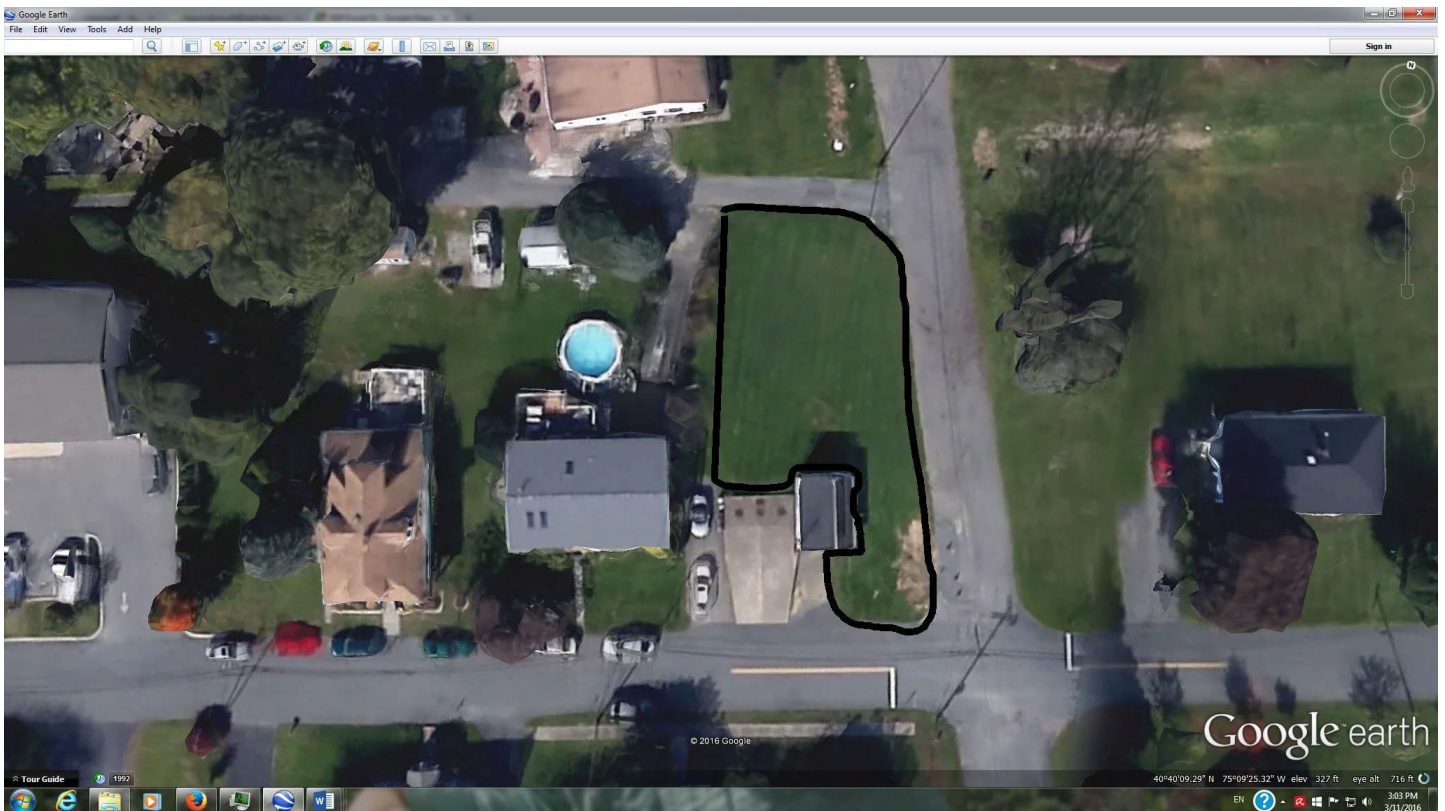
SEWER PUMP STATION



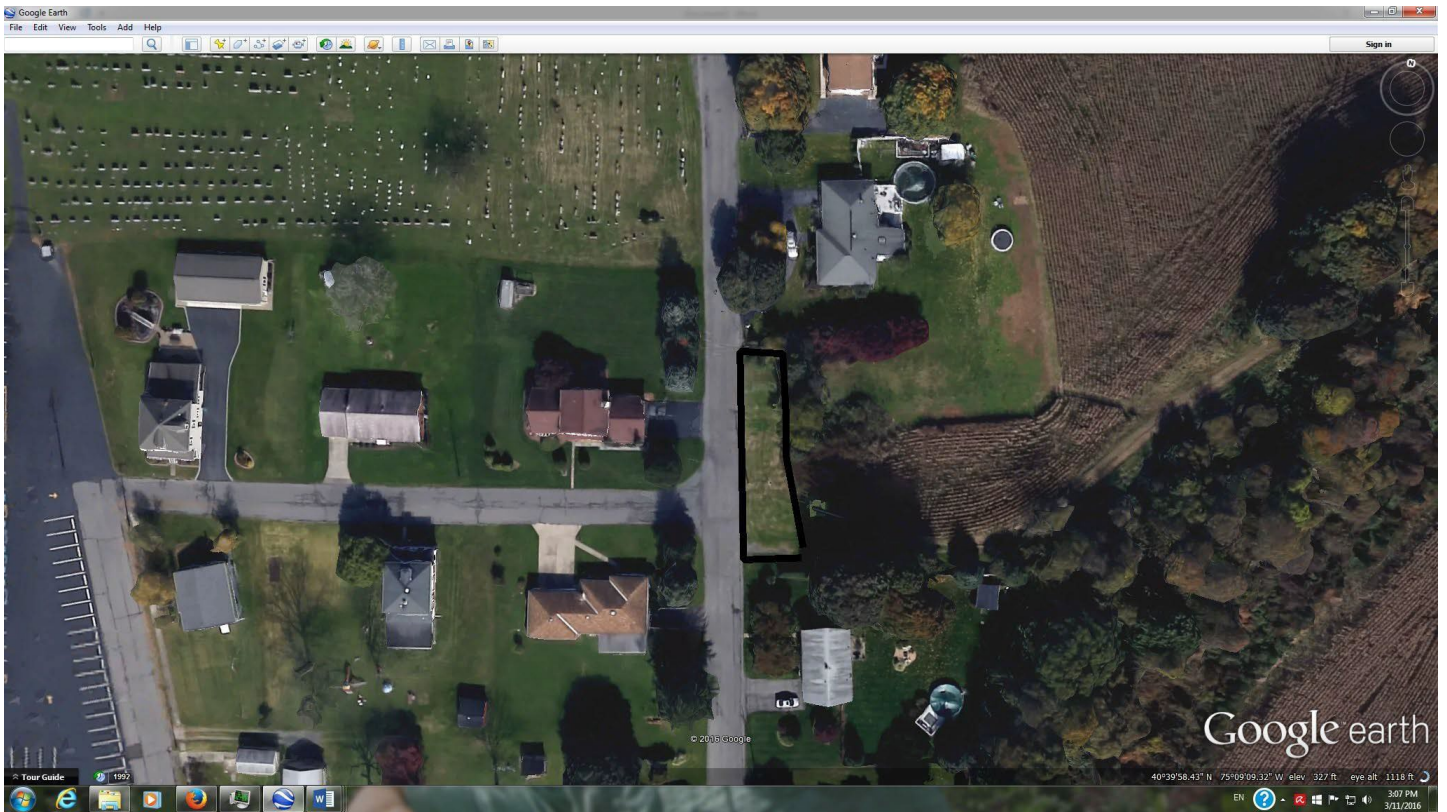
VETERANS' PARK – INCLUDES 2 PASSES SOUTH OF WARREN ST ALONG WEST SIDE OF 1ST, DOWN TO ORCHARD ALLEY



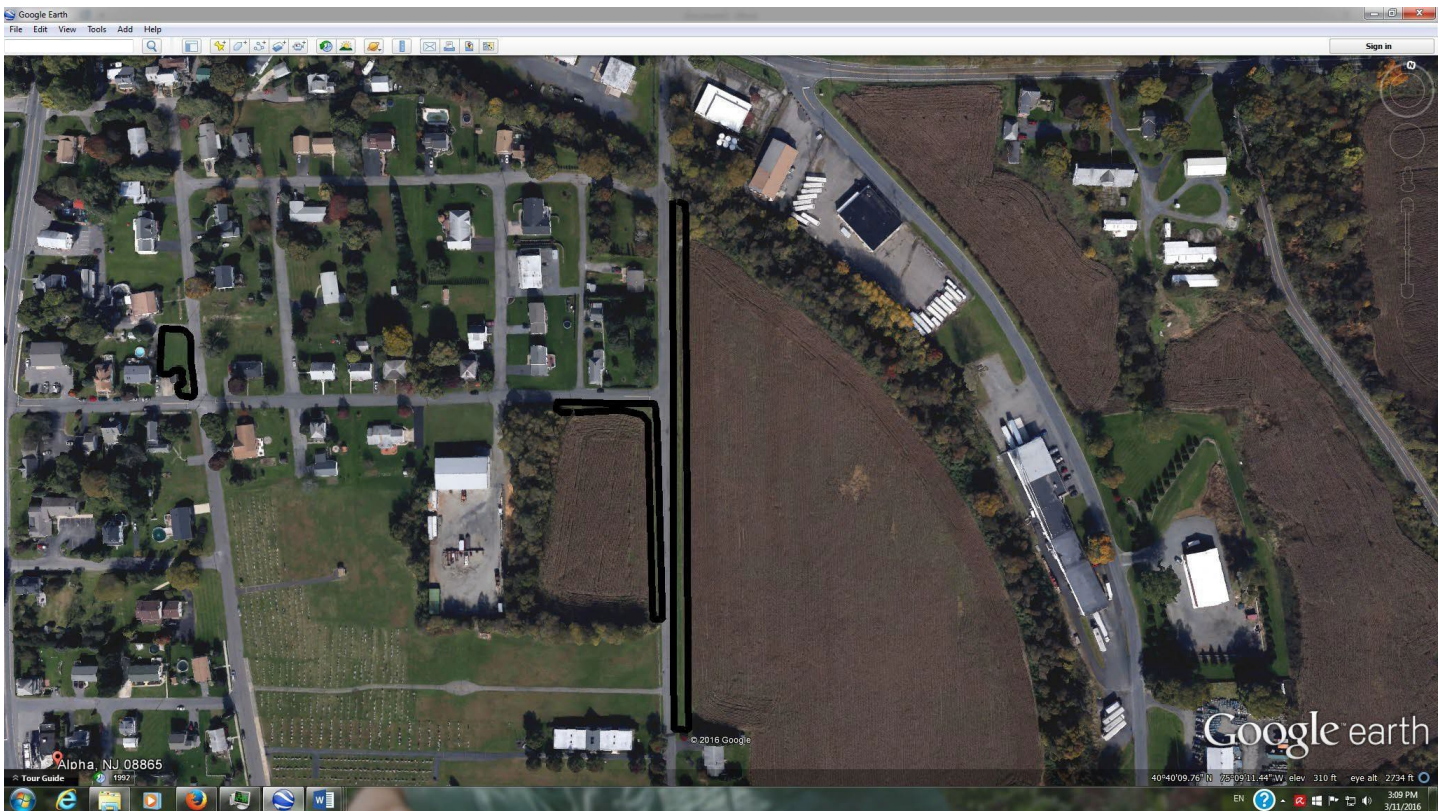
519 HAWK TRIANGLE



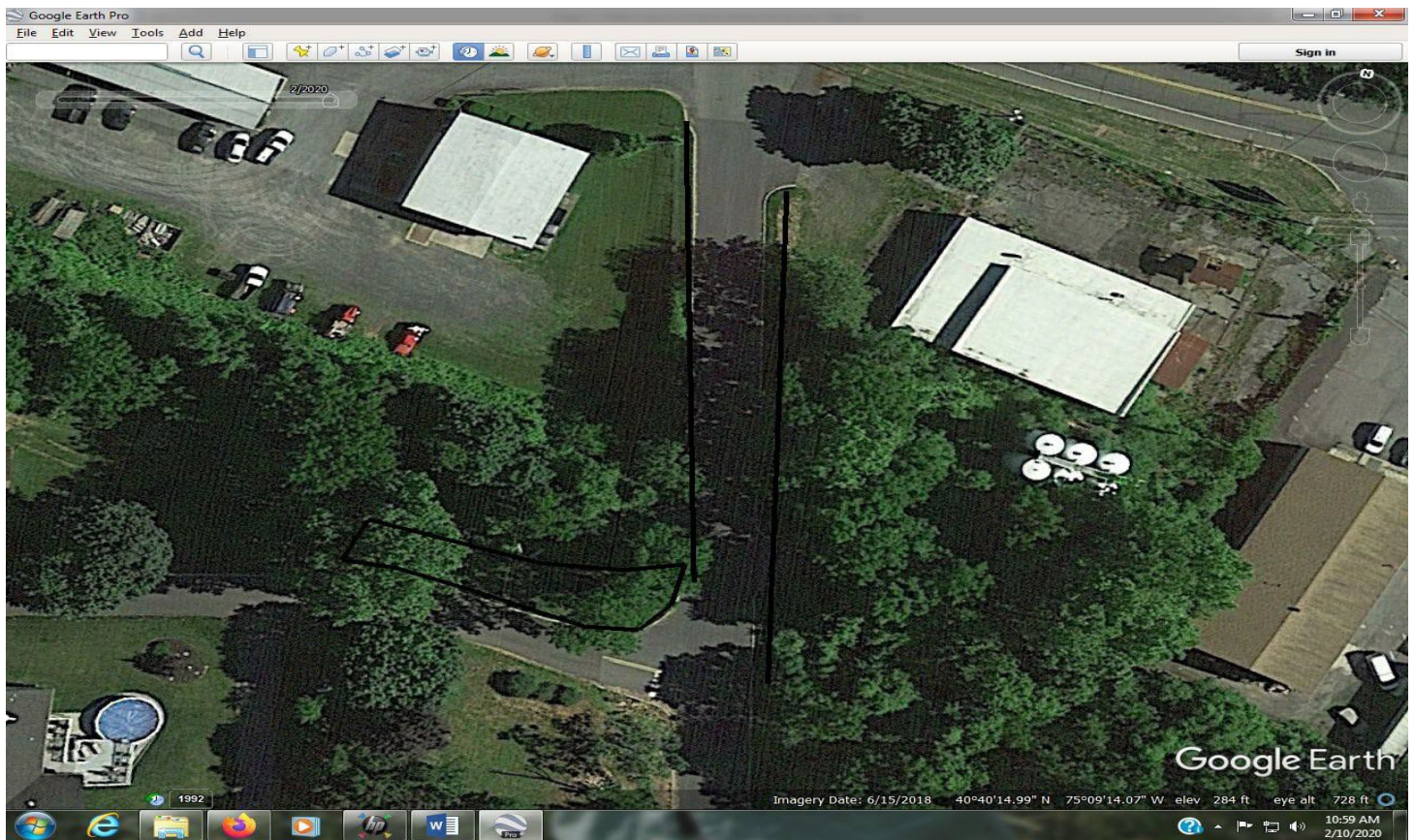
ALPHA ST PUMPHOUSE



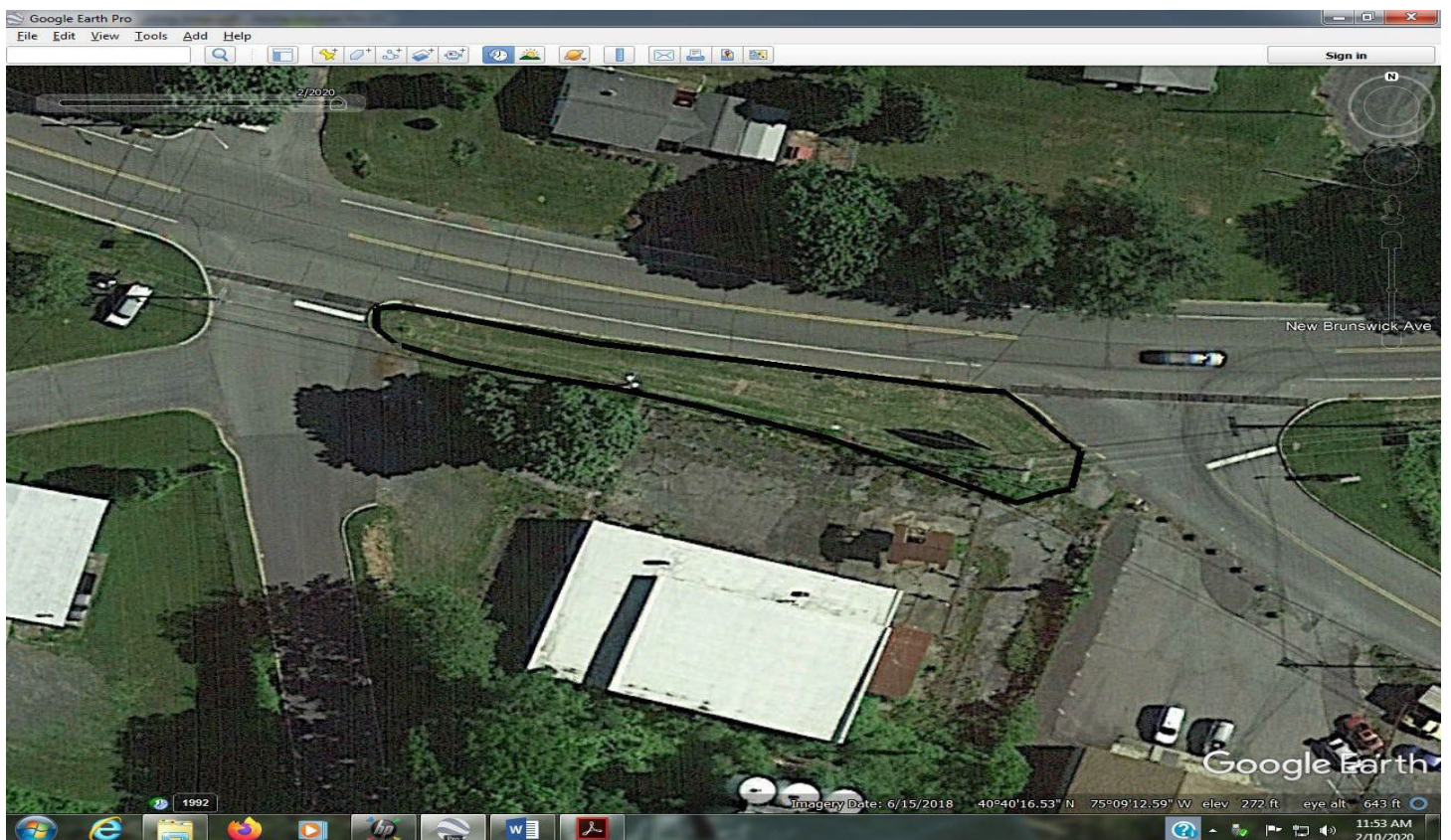
7th & GRANT ST



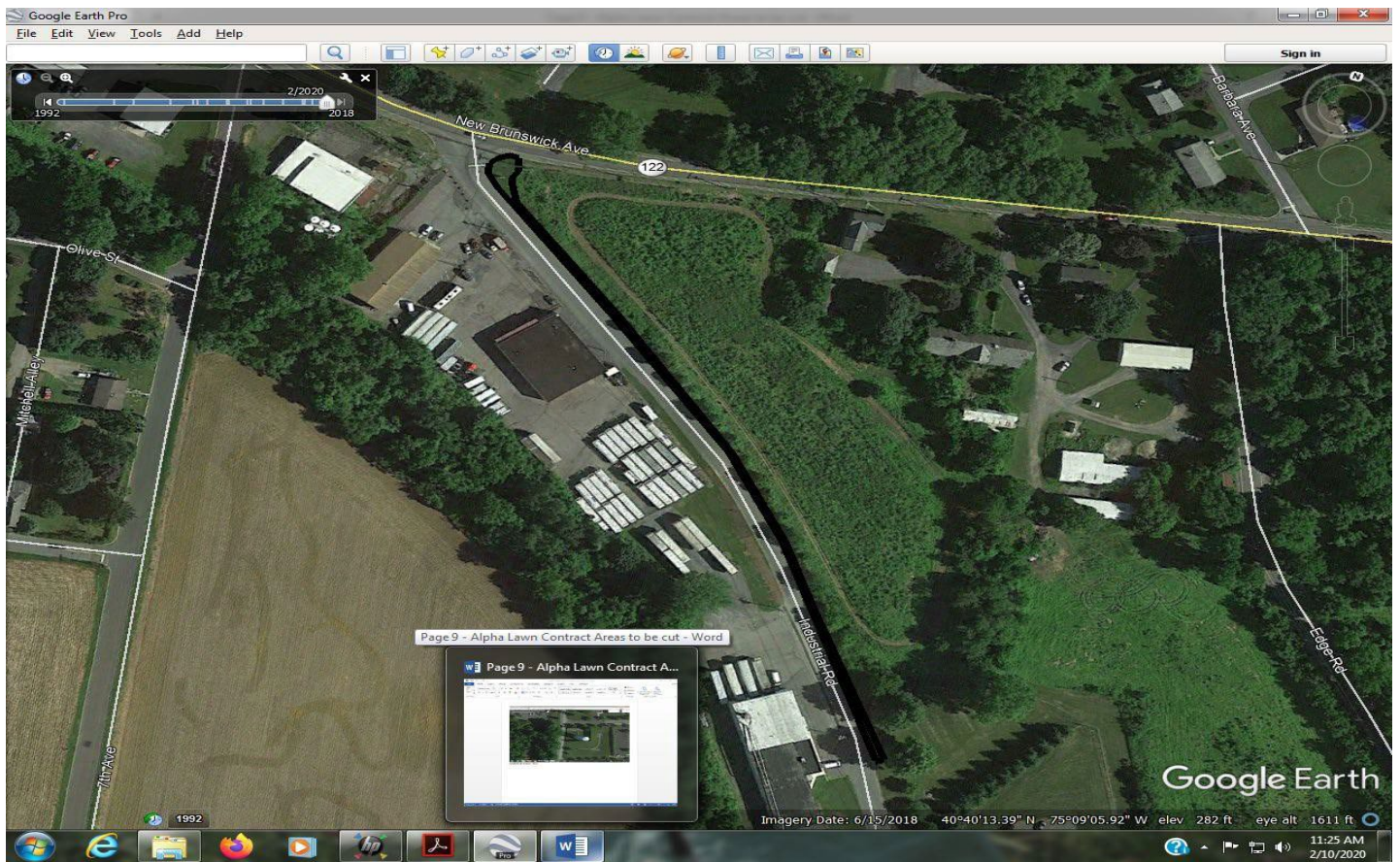
7th AVE NEAR ALPHA ST



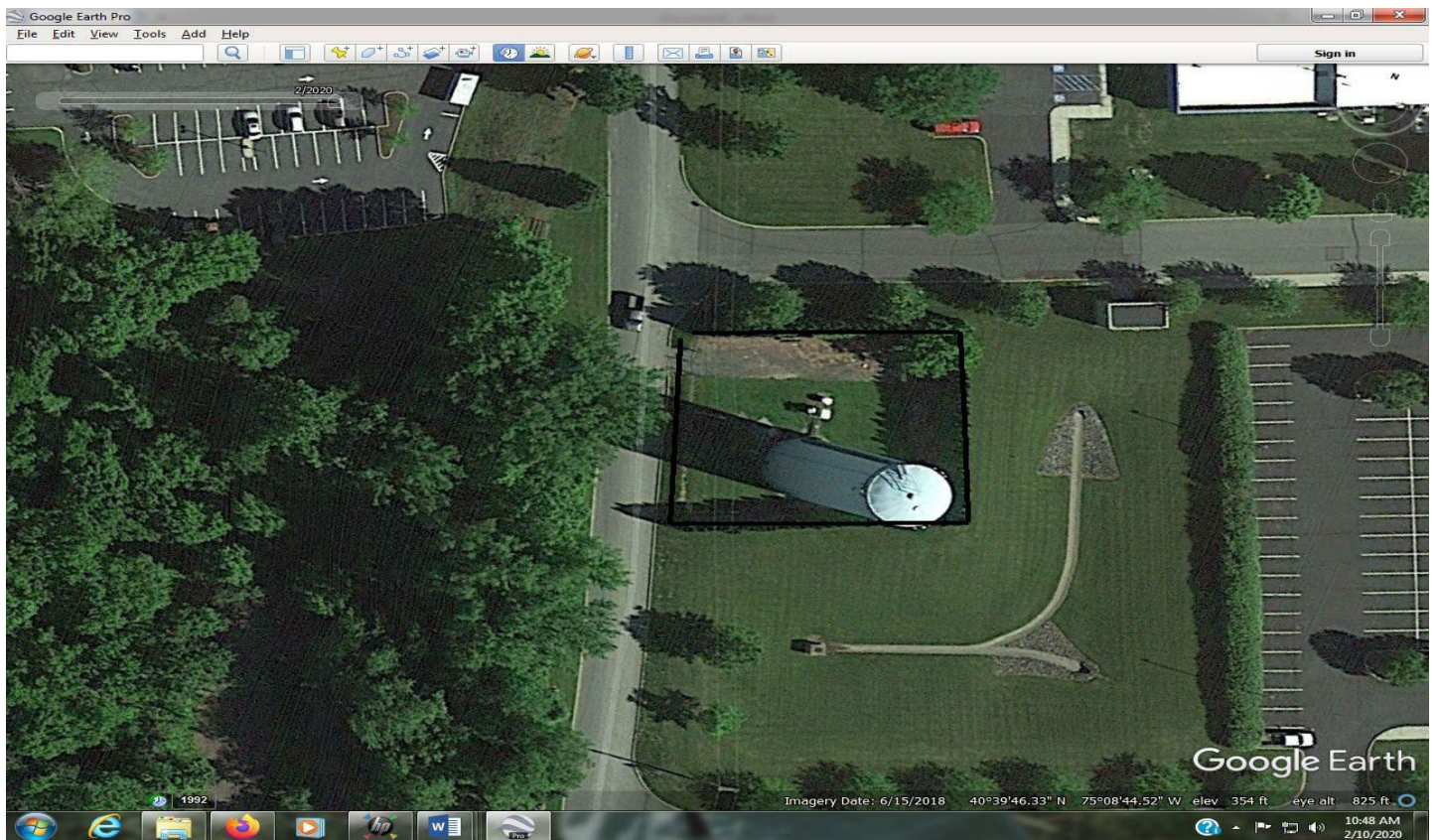
Corner of Olive & 7th and both sides of 7th, North of Olive St



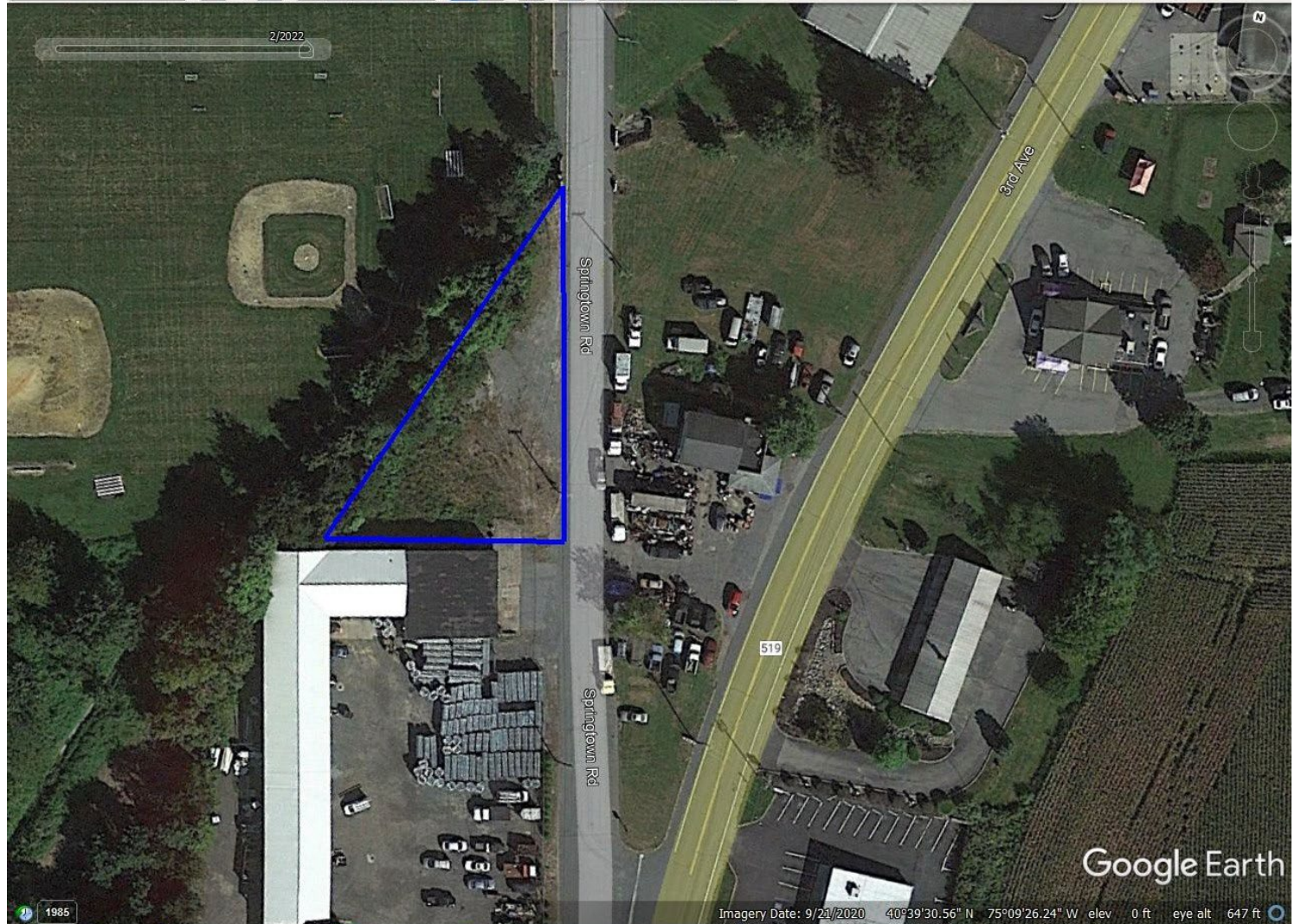
Front of Leigh Fuel

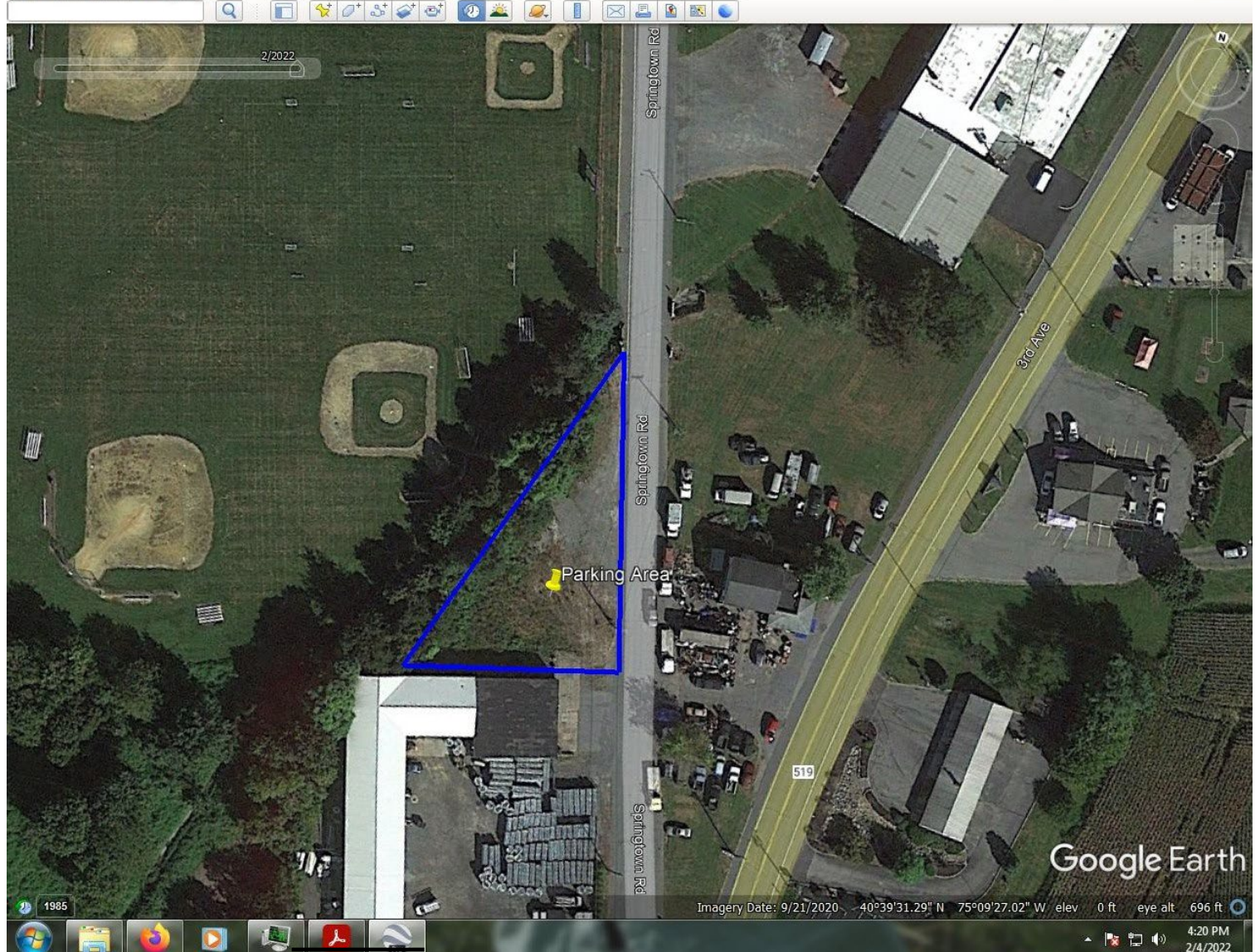


Industrial Drive



Industrial Drive Water Tower





W Central Ave

Lee Ave

Springtown Rd

Alpha Fire Department

Sigsbee Ave

Lee Ave

VENDOR DOCUMENTATION RETENSION

N.J.A.C. 17:44-2.2

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Insurance

The Contractor shall carry general and automotive liability insurance for bodily injury in the amount of \$1,000,000 for one person and \$1,000,000 for one accident; also property damage in the amount of \$1,000,000 for one accident and \$2,000,000 aggregate; also require excess coverage (umbrella policy) of at least \$2,000,000, which shall save harmless the Municipality from claims, demands and causes of action arising from any act, commission or omission to the Contractor, its agents and employees.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 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 of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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,

and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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

Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

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

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

STATE OF NEW JERSEY
Division of Purchase & Property Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DONOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract-comp-lia-nc/pdf/aa302-ins.pdf>

SECTION A- COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS 0 1. MFG 0 2. SERVICE 0 3. WHOLESALE 0 4. RETAIL 0 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NON, E SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: 0 SINGLE-ESTABLISHMENT EMPLOYER 0 MULTI-ESTABLISHMENT EMPLOYER		
IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE ZIP CODE
DATE RECEIVED NAUG.DATE ASSIGNED CERTIFICATION NUMBER		

Official Use Onl

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and parttime employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DONOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED 1. Visual Survey 2. Employment Record D 3- Other (Specify)									14. IS THIS THE FIRST Employee Information Report Submitted?		15. IF NO, DATE LAST REPORT SUBMITTED		
13. DATES OF PAYROLL PERIOD USED From: To:									1. YES! 2. NO!		MO DAY YEAR		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Borough of Alpha** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the contracting Agency a complete and accurate list of all subcontractors used and their addresses.


Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

BOROUGH OF ALPHAA
Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2021, c. 4, 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Alpha 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 Borough of Alpha to notify the Borough of Alpha 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 Borough of Alpha and that the Borough of Alpha at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY DIVISION OF
PURCHASE AND PROPERTY OFFICE OF THE DIRECTOR
33 WEST STATE STREET

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

P. O. Box 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: July 1, 2021

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print): _____

Representative's Name (Print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____

Date: _____

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____ If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____