

## **NOTICE OF REQUEST FOR PROPOSALS**

**The Borough of Watchung is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.**

Sealed Request For Proposal (RFP) responses will be received by the Borough Clerk on November 19, 2026 at 10:00 am in the Office of the Borough Clerk, Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey, at which time and place responses will be opened for:

### **Snow Removal Services**

Each sealed envelope containing a proposal shall be plainly marked on the outside to clearly show the specific service for which an individual or firm is submitting a proposal. The proposals will be evaluated by the Mayor and Council of the Borough of Watchung and contracts will be awarded based on (1) individual or firm experience and reputation in the field ( a copy of the resume of each individual performing the work is to be included); (2) knowledge of the Borough of Watchung and subject matters to be addressed under the contract; (3) availability to accommodate any required meetings; (4) compensation proposal; (5) at least 2 references with address and phone number; (6) a certification that no immediate relatives of any principal of the firm is employed by, or serve as elected officials of the Borough of Watchung; (7) an explanation as to when each individual performing work received his or her license to practice in this State; (8) a copy of the firm's Certificate of Liability Insurance; (9) a copy of the firm's Business Registration Certificate, and (10) Submission of all the information requested in the RFQ. All contracts pursuant to the fair and open process will be awarded by resolution and require a majority vote of the Borough Council at a public meeting. These contracts shall be awarded in compliance with N.J.S.A. 19:44A-20.4 et. seq., N.J.S.A. 10:5-31 and N.J.A.C. 17:27 42 U.S.C. Section 12101 et. seq. (Americans with Disabilities Act of 1990), N.J.S.A. 40A:11-23.2 (as authorized by N.J.S.A. 52:25-24.2) -Disclosure of Ownership and N.J.S.A. 52:32-44 (Business Registration). Any questions regarding this notice should be directed to the Borough of Watchung, Office of the Chief Financial Officer, 15 Mountain Blvd., Watchung, New Jersey

Specifications and instructions may be obtained at the Office of the Borough Clerk, Municipal Building, 15 Mountain Blvd., Watchung, New Jersey or at the Borough website, [www.watchungnj.gov](http://www.watchungnj.gov) under "Public Notices."

Posted: October 2, 2026

**REQUEST FOR QUOTATION  
BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY**

**PROPOSAL FOR SNOW PLOWING SERVICES FOR CALENDAR YEAR 2027**

This is an open-end contract which means that this is a contract for which price proposals are being solicited on a unit basis because exact quantities needed are not known at the time proposals are submitted. Set forth below are the minimum and maximum number of units that can be ordered for each item under the contract. Orders placed under such open-end contracts shall not be considered change orders, but shall be subject to the requirements specified in N.J.A.C. 5:30-11.10.

**INTERPRETATION OF QUANTITIES IN THE PROPOSAL: The minimum and maximum quantities appearing in this proposal are estimates. The Borough has a right to increase or decrease the quantities of work, or has the right to eliminate Items in their entirety, at its sole discretion. The Borough will pay only for the quantities of work completed as specified in the Contract.**

IF AND WHERE DIRECTED: This proposal includes certain geographic areas of the Borough of Watchung. However, the Borough may also include other areas for which the Borough requires additional services which are assigned as “if and where directed.” The estimated quantities set forth in this Proposal for assigned areas and “if and where directed” areas are presented for the purpose of obtaining a representative proposal price, but are not indicative of the Department’s intent regarding incorporation into the Project. The Borough Administrator or his designee, has the right to direct the Contractor to perform work in any quantity, up to the maximum number of units set forth below.

**SNOW PLOWING SERVICES**

January 1, 2027 – December 31, 2027

Operator and truck (year of truck) \_\_\_\_\_ with \_\_\_\_\_ ft. Plow \$\_\_\_\_\_ per hour

Operator and truck (year of truck) \_\_\_\_\_ with \_\_\_\_\_ ft. Plow \$\_\_\_\_\_ per hour

Minimum quantity -0- hours

Maximum quantity 500 hours

In witness whereof, the contractor has executed this proposal and agrees to perform the work in accordance with the terms and conditions of the Contract Documents if awarded this contract.

Company name:\_\_\_\_\_

Address:\_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number:\_\_\_\_\_

Print Name:\_\_\_\_\_

Signature:\_\_\_\_\_

## **BOROUGH OF WATCHUNG**

### **SNOW PLOWING – GENERAL CONDITIONS AND SPECIFICATIONS**

General Provisions: Contractor to furnish all necessary equipment and provide all necessary labor for the removal of snow and ice on specified roads or other areas designated within the Borough of Watchung by the Department of Public Works.

1. Contractor to supply a maximum of two (2) suitable trucks, minimum size acceptable 18,000 GVW, equipped with proper snow plows, 9-feet minimum width, together with qualified operators as may be required by the Borough of Watchung to promptly and adequately remove snow and ice from all designated municipal streets.
2. It is understood and agreed by and between the parties that said trucks and other equipment shall be placed in immediate service to remove snow and ice from said by roads the Contractor within one (1) hour from the time said Contractor is notified of the need of such work. Said roads and other areas within the Borough of Watchung shall be plowed by the Contractor for the use by the public in accordance with a priority schedule as will be established by the Department of Public Works.
3. Notice of the need for said equipment shall be deemed to have been given as soon as a telephone call is made by the Public Works Manager or his/her designee to the offices of the Contractor or other such number as may be designated by the Contractor in writing to the Borough. The Contractor will maintain sufficient personnel and equipment to perform said work at any hour of the day or night during the term of this contract.
4. The driver of each vehicle must sign in and out at the Public Works Garage Office.
5. The Contract shall start January 1, 2027 and continue to and include December 31, 2027.
6. The time of use of such equipment shall be calculated from the hour on which the Contractor shall report to the Department of Public Works at 880 Somerset Street with a list of the equipment in actual operation on the roads within the Borough of Watchung. This list shall be subject to verification by the Department of Public Works. The Contractor shall keep accurate and complete records available for inspection by the Department of Public Works of the actual hours of operation of such equipment and such operational time shall be subject to verification at periodic intervals by the Department of Public Works immediately on termination of the use of such equipment.
7. The Contractor shall keep the work under his personal control and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part thereof, without the consent in writing of the BOROUGH. The Contractor shall be required to carry and operate cellular phones in each vehicle during operational time in order to maintain communications at all times with the Public Works Manager. Cell numbers shall be given by the driver at time of sign-in at the Public Works Garage office.
8. Contractor shall list any other equipment available to be used as necessary, together with the hourly rate proposed for each piece. This rate shall include the furnishing of a skilled operator and the necessary fuel, oil and any other item necessary to keep the item of equipment in operation.

9. The **BOROUGH** may award this Contract to one or multiple contractors if same is in the best interests of the **BOROUGH**.
10. Refueling vehicles will be the responsibility of the owner.
11. The Contractor shall send to the BOROUGH Clerk the registration number and vehicle identification number of each vehicle that you will use this plowing season and only those trucks unless otherwise changed prior to sign-in. It is further stipulated that every Contractor must inspect his route with his driver at least once, prior to first storm. The CONTRACTOR shall be under the direction of the Manager of Public Works or his Designee. The Public Works Manager shall determine route assignments at his discretion. A detailed map(s) of road assignment and priority along with a high-band portable radio(s) shall be provided at sign-in.
12. The maximum chargeable time by the Contractor in any one (1) calendar day shall not exceed twenty-two and one-half (22-1/2) hours is based on the following computations: A calendar day equals 24 hours and within this 24 hour day, the Contractor will have at least three (3) meals lasting a half (1/2) hour each (24 hours minus 1-1/2 hours equals 22-1/2 hours maximum). No compensatory time is to be paid for the miscellaneous time taken for the attachment or detachment of plowing equipment, breakdowns or meals. All miscellaneous time must be called in to the Public Works Director or designee.
13. Contractor may be required to remove snow and ice on additional roads and/or other areas of the Borough by the Department of Public Works or authorized representative. The removal of additional snow and/or ice is in its sole discretion of the Borough of Watchung Public Works.
14. Prior to the demobilization of road assignment(s), the Public Works Manager or designee shall inspect the condition of the roadways to ensure passage for emergency equipment, the traveling and the accessibility to curb side mailboxes for the U.S. Postal Service. The roadway shall be clear curb to curb of accumulated snow or the entire width of existing cart way.
15. Each driver must possess a valid driver's license. A list of drivers must be provided to the Public Works Manager. .
16. **CONTRACTOR** shall procure and maintain as its expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the work the **CONTRACTOR** shall furnish to the **BOROUGH** a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the **BOROUGH** showing that he has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **BOROUGH**. Upon request, the **CONTRACTOR** shall furnish the **BOROUGH** with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows: All liability policies will name the **BOROUGH** as an additional insured.

- A. Comprehensive General Liability Insurance – the minimum limits of liability for this insurance shall be as follows:

\$1,000,000.00 General Aggregate Bodily Injury and Property Damage.  
\$1,000,000.00 Each Occurrence.

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage.

- B. Comprehensive Automobile Liability Insurance – the Comprehensive Automobile Liability Policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$1,000,000.00 Limit of Liability per Accident.  
\$1,000,000.00 Owned, Non-owned and Hired Uninsured/Underinsured Motorists.

- C. Umbrella Policy in the amount of \$2,000,000.00.

- D. Workers Compensation and Employer's Liability Insurance – Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The CONTRACTOR shall furnish the BOROUGH with proper certificates of insurance executed by representatives of dully qualified insurance companies, doing business in the State of New Jersey. These companies shall issue insurance policies effective during the life of the Contract providing third party protection from injury or damages sustained by reason of carrying on the Work involved in the Contract. An endorsement shall accompany the certificate showing that the BOROUGH is additional insured. Further, this certificate shall so state that prior to any material change in coverage, or cancellation, the BOROUGH shall be sent thirty (30) days notice by registered mail.

17. **HOLD HARMLESS.** CONTRACTOR, its successors, assigns, subcontractors, agents, servants, officers, employees, and designees, hereby indemnify, defend and hold harmless the BOROUGH, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of the services provided to the BOROUGH. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the BOROUGH in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with any claim for which the BOROUGH may or may not be claimed to be liable in whole or in part relating to the services provided by CONTRACTOR. This provision shall survive termination any agreement, written or otherwise, between the BOROUGH and CONTRACTOR.

## 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 FOLLOWING DOCUMENTS  
IS CAUSE FOR REFUSAL**

|                                                                                                                                                                  | INITIAL |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| BELOW                                                                                                                                                            |         |
| <b>A. An original complete proposal and an electronic copy (USB or CD)</b>                                                                                       | _____   |
| <b>B. Non-Collusion Affidavit properly notarized</b>                                                                                                             | _____   |
| <b>C. Public Disclosure Statement, properly<br/>notarized, listing the names of all<br/>persons owning ten (10) percent or<br/>more of the proposing entity.</b> | _____   |
| <b>D. Authorized signatures on all forms.</b>                                                                                                                    | _____   |
| <b>E. Business Registration Certificate(s) Must be submitted prior to award</b>                                                                                  |         |
| <b>F. Americans with Disabilities Form</b>                                                                                                                       | _____   |
| <b>G. Disclosure of Investment Activities in Russia, Belarus and Iran Form</b>                                                                                   | _____   |
| <b>H. Pay-to-Play Certification</b>                                                                                                                              | _____   |

**Note: N.J.S.A 52:32-44 provides that the borough 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 its 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)

## **EXHIBIT A**

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

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

**The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 Borough employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted borough 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.

**NON-COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY**

**Watchung Borough**

**ss:**

**I am** \_\_\_\_\_

**Of the Firm of**

\_\_\_\_\_

**UPON MY OATH, I DEPOSE AND SAY:**

- 1. That I executed the said proposal with full authority so to do;**
- 2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;**
- 3. That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Watchung Borough relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said engagement; and**
- 4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial of selling agencies of the proposer. (n.j.s.a.52: 34-25)**

\_\_\_\_\_  
(Type or print name of Affiant under signature)

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** .

**Notary public of**

**My Commission expires:** \_\_\_\_\_ **20** \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION N.J.S.A.  
52:25-24.2 (P.L. 1977 c.33)**  
**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED  
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

☐ 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.

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

**Check which business entity applies:**

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

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where incorporated: \_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
\_\_\_\_\_  
Street Address                      City                      State                      Zip

\_\_\_\_\_  
Telephone #                      Fax#                      Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

\_\_\_\_\_  
Name                      Home Address

\_\_\_\_\_  
Name                      Home Address

\_\_\_\_\_  
Name                      Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

**AMERICANS WITH DISABILITIES ACT**  
**Equal Opportunities for Individuals with Disabilities**

The Contractor and Watchung Borough do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

It is further agreed and understood that the Borough 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 Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Name of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person, Firm or Corporation)

By: \_\_\_\_\_  
(NAME) (Title)

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA-BELARUS AND IRAN**

**RFP Title:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

### **PART 1: CERTIFICATION**

Pursuant to Public Law 2022, c. 3, 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 Russia-Belarus and Iran. If the Department of Treasury finds 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 render a respondent's proposal as non-responsive.**

**I certify, pursuant to Public Law 2022, c. 3, 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 Russia-Belarus and Iran, including a person or entities 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 Watchung Borough 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 RUSSIA-BELARUS AND 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 Watchung Borough 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 to notify the Borough 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 Watchung Borough and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PAY-TO-PLAY” LAW**

**CERTIFICATION BY A BUSINESS ENTITY OR INDIVIDUAL  
THAT HAS NOT MADE A CONTRIBUTION  
THAT WOULD BAR AWARD OF A CONTRACT FOR OVER \$17,500  
UNLESS AWARDED PURSUANT TO A “FAIR AND OPEN” PROCESS**

**(TO BE ATTACHED TO BID SPECIFICATIONS AND PROPOSALS FOR  
CONTRACTS HAVING ESTIMATED VALUE IN EXCESS OF \$17,500 UNLESS “FAIR  
AND OPEN” PROCESS IS FOLLOWED)**

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(Name of Business Entity or Individual)

seeks to be awarded a contract by Watchung Borough and hereby certifies under penalty of perjury that such entity or individual has not made and will not make any contribution(s) that would bar the award of a contract pursuant to an act concerning campaign contributions by certain business entities seeking or holding a municipal contract (the New Jersey “Pay-to-Play Law”). This certification is made and submitted in fulfillment of the requirement of *N.J.S.A. 19:44A-20.8* of the Pay-to-Play Law which reads as follows:

Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

Said business entity or individual has not made (and will not make) prior to January 1, 2013, and will not make during the term of the contract, reportable contributions (currently those in excess of \$300 per *N.J.S.A. 19:44A-8.d.* and *N.J.A.C. 19:25-10.2, et seq.*) to any municipal committee of a political party in Watchung if a member of that political party is serving in an elective public office in Watchung when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Watchung when the contract is awarded.

I hereby certify that all of 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.

Dated:

---

Name:

Title:

Company: