

# FURNISHING AND DELIVERING OF ZETA LYTE 1A ANIONIC POLYMER



JANUARY 23, 2024

## ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

401 North Virginia Avenue  
Atlantic City, New Jersey 08401

Prepared By:  
ACMUA Engineering Department  
401 N. Virginia Avenue  
Atlantic City, New Jersey 08401

## **ADVERTISEMENT**

SEALED BIDS or proposals for the Furnishing and Delivering of ZETA LYTE 1A ANIONIC POLYMER, suitable for the treatment of potable water, to the Pumping Station of the Atlantic City Municipal Utilities Authority, 1151 N. Main Street, Pleasantville, NJ, in strict accordance with the specifications adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on Wednesday, December 20, 2023, will be received by the Purchasing Board at a meeting to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the hour of 10:00 a.m. prevailing time on Tuesday, January 23, 2024, at which time and place such sealed proposals will be publicly opened and read.

Each proposal must be accompanied by a certified or cashier's check, drawn upon a national or state bank or trust company, payable to the Atlantic City Municipal Utilities Authority, in the amount of not less than TEN PERCENTUM (10%) of the total bid; or a bid bond for the same amount, but in no case in excess of \$20,000.00.

The successful bidder will be required to furnish a surety bond of a company authorized to do business in the State of New Jersey in a sum equal to ONE HUNDRED PERCENTUM (100%) of the contract price.

Copies of the Notice to Contractors, Proposal Form and Specifications can be obtained from the offices of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, for a non-refundable fee of Twenty Dollars (\$20.00) per set.

The Board of Directors of the Atlantic City Municipal Utilities Authority reserves the right to reject any and all proposals and to award or reject the proposal for the item(s) if it deems it in the public interest to do so.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

Cliff Keen

Deputy Executive Director Operations

# **INSTRUCTIONS TO BIDDERS**

## **NOTICE TO BIDDERS**

SEALED BIDS or proposals for the furnishing and delivering of ZETA LYTE 1A ANIONIC POLYMER, suitable for the treatment of potable water, F.O.B. the Pumping Station of the Atlantic City Municipal Utilities Authority, 1151 N. Main Street, Pleasantville, NJ, submitted on the Proposal Form attached hereto in accordance with the specifications contained herein, will be received by the Purchasing Board of the Atlantic City Municipal Utilities Authority at the meeting of said Board to be held in the Authority conference room, 401 N. Virginia Avenue, Atlantic City, NJ, at 10:00 a.m., on Tuesday, January 23, 2024, and immediately thereafter at said time and place bids will be publicly opened and read and the award of the contract, if awarded, will be made by the Board of Directors of the Atlantic City Municipal Utilities Authority as soon thereafter as practicable.

The Board of Directors may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any information or reject any all bids as it shall deem it best for the public interest to do so.

The Board of Directors, through the action of the Executive Director of the Atlantic City Municipal Utilities Authority, reserves the right at any time prior to the above cited time for the receipt of bids, to postpone the time for the receipt of bids or amend the specifications or proposal form in the interest of the Atlantic City Municipal Utilities Authority.

**ALL BIDS MUST BE MADE UPON THE PROPOSAL FORM ATTACHED HERETO. THE PROPOSAL FORM SHALL BE SUBMITTED WITH THE NOTICE TO CONTRACTORS, ADVERTISEMENT AND SPECIFICATIONS AS ALSO ATTACHED.**

Proposals may be mailed to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, P.O. Box 117, Atlantic City, NJ 08404, but must be received by this Authority before the

time stated herein for the opening of bids. The outside mailing envelope shall bear the same endorsement as is required for the sealed bid envelope contained therein.

Proposals may be rejected if they show alterations of any form, additions not called for, conditional bids or irregularities of any kind.

No proposal will be considered unless accompanied by a certified check drawn upon a national or state bank or trust company in the amount of not less than Ten Percent (10%) of the total bid to the order of the Atlantic City Municipal Utilities Authority, or a bid bond to be returned to the bidder unless forfeited as hereinafter stipulated.

The Board of Directors reserves the right to reject any or all proposals and to accept or reject the proposal of any bidder for any ITEM or subdivision thereof if it deems it in the interest of the Authority to do so.

The Director's estimate of quantities to be furnished and delivered during the term of this contract for a period of one (1) year, and/ *or* until all monies for the contract have been expended, as follows:           2,750 GALLONS ZETA LYTE 1A ANIONIC POLYMER

The above referenced quantities are to be considered as approximate only and are given for comparison of bids and to obtain the unit price per gallon delivered. The Zeta Lyte 1A Anionic Polymer will be purchased based upon the unit price and the Board of Directors do not expressly or by implication agree or infer that the quantities actually will correspond with the quantity stated herein and the Board of Directors reserve the right to increase or decrease the quantity.

The attention of the bidders is especially directed to the provision of the contract which requires furnishing and delivering of the entire amount of Zeta Lyte 1A Anionic Polymer ordered by the Executive Director or his duly authorized representative within FORTY-EIGHT (48) HOURS of the placing of such order by him or his duly authorized representative. Liquidated

damages in the amount of FIFTY DOLLARS (\$50.00) per day for each and every day of delay in completing the furnishing and delivery of each order shall be paid to the Authority by the Contractor as provided in the contract.

Bidders are advised that the Atlantic City Municipal Utilities Authority is exempted from the

Sales and Use Tax Act under Section 9(a), (2) and (3) of that Act and will furnish the contractor with "Contractors Exempt Purchase Certificate" forms after contract is awarded.

In lieu of price escalation the price bid shall be firm for a period of one (1) year. The Authority cannot accept any price prevailing at the time of delivery subject to availability of products. Any increases or decreases shall be sent to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, P.O. Box 117, Atlantic City, NJ 08404.

The Authority in its policy to maintain compliance with the New Jersey Department of the Treasury, Affirmative Action Office, requirements for reporting of our contractors' employment data will require ALL contractors to submit, prior to the award of a contract, a valid Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury, Affirmative Action Office.

# TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR FURNISHING AND DELIVERING  
ZETA LYTE 1A ANIONIC POLYMER  
SUITABLE FOR THE TREATMENT OF POTABLE WATER

1. DEFINITIONS

"A.W.W.A." means American Water Works Association.

"Authority" means the Atlantic City Municipal Utilities Authority.

"Executive Director" means the Executive Director of the Atlantic City Municipal Utilities Authority.

"Contractor" means the bidder to whom a contract is awarded.

"Zeta Lyte 1A Anionic Polymer" is an anionic polyacrylamide in water in oil emulsion.

2. WORK INCLUDED

The work included or to be done is to furnish Zeta Lyte 1A Anionic Polymer, manufactured in the United States of America and delivered as set forth in Section 3 of these Specifications. The successful bidder shall additionally provide Authority personnel the classroom instruction and hands-on training for the safe handling and emergency response procedures as required by the New Jersey Worker and Community Right to Know Act.

3. DELIVERY - SECURITY POLICY AND PROCEDURE

Shipment F.O.B. the contractor's shipping point shall be via 55-gallon PVC drums to the Water Treatment Plant/Pumping Station facility of the Atlantic City Municipal Utilities Authority, located at 1151 N. Main Street, Pleasantville, NJ, and by such means of transportation as the contractor shall choose. It shall be the responsibility of the contractor to make delivery within FORTY-EIGHT (48) HOURS of not less than 2 drums (110 gallons) upon receipt of an e-mailed, telephoned or written order by the Executive Director or his duly authorized representative. The successful bidder shall provide the Authority detailed reports outlining the shipping route their trucks will use in completing each requested delivery to our facility and return to the contractor's shipping terminal facility.



The delivery truck shall comply with all Federal and State regulations. Delivery slips shall be furnished to the Authority's representative at the site at the time of delivery. At a minimum, the delivery slip shall include the total number of gallons/weight of liquid Zeta Lyte 1A Anionic Polymer and pounds per gallon of Zeta Lyte 1A Anionic Polymer. The Zeta Lyte 1A Anionic Polymer shall be delivered in minimum 55-gallon containers.

The delivery vehicle driver shall have proper photo identification in his/her possession and be prepared to furnish same to the appropriate Authority representative prior to entering the secured Plant site to unload the Zeta Lyte 1A Anionic Polymer at the Authority facility. The delivery vehicle driver shall additionally provide a copy of the vehicle manifest to the Authority representative for inspection at the time of arrival at the Authority's facility.

The delivery vehicle driver shall comply with all Authority security policies and procedures while on the Water Treatment Plant Pumping Station facility site.

4. APPROVED EQUAL

The material to be furnished in accordance with these specifications, Zeta Lyte 1A Anionic Polymer as sold by Custom Environmental Technology, Inc., Norristown, Pennsylvania, is specified by the proprietary name and is intended to establish the type, function and quality of material required. Unless the name is followed by words indicating that no substitute is permitted, materials of other suppliers may be accepted by the Authority if sufficient information is submitted by the contractor to allow the Authority to determine that the material proposed is equivalent or equal to that named.

5. STORAGE CONTAINERS

The contractor is advised that the Authority presently is requiring delivery of the Zeta Lyte 1A Anionic Polymer in a minimum quantity of two 55-gallon PVC drums for a total minimum order of the Zeta Lyte 1A Anionic Polymer of 110 gallons.

6. SPECIFICATIONS FOR ZETA LYTE 1A ANIONIC POLYMER

The bidder shall supply with his bid a complete analysis of the liquid Zeta Lyte 1A Anionic Polymer he or she proposes to supply. The bidder shall certify that the liquid Zeta Lyte 1A Anionic Polymer shall meet minimum specifications as listed below for the following items:

Minimum Specifications for the above shall be as noted below:

## ZETA LYTE 1A ANIONIC POLYMER

Appearance - Concentration trade active Anionic Polyelectrolyte @ 20 degrees Celsius, non- reactive with water, grayish-white liquid.

	Chemical Reactivity	Non-reactive
Solubility		Soluble with vigorous agitation. Contact with water at a product content of 2.0% (without vigorous agitation) results in a highly viscous and stringy material which is extremely slippery, difficult to clean up and can clog small drains.
Shelf Life		Minimum six (6) months.
Specific Gravity @ 20 Degrees C.		1.0 +/- 0.04
Freezing Point		0 Degrees F (-18 Degrees C.)
Viscosity @ 20 Degrees C.		1,000 to 2,500 cps.

The Authority reserves the right to have supplied Liquid Zeta Lyte 1A Anionic Polymer sampled and analyzed by an independent and certified laboratory.

The bidders shall pre-qualify the material proposed to be furnished in accordance with these specifications. The pre-qualification of the material proposed to be furnished hereunder will consist of a minimum one (1) week plant scale/laboratory testing period. The material proposed to be furnished under these specifications shall have no adverse effect on the Authority's existing filters, their associated filter material or the existing water treatment process.

The contractor shall provide a material safety data sheet (MSDS) for the liquid Zeta Lyte 1A

## Anionic Polymer.

The Analysis submitted shall be made a part of the proposal of the bidder. In the event that the successful bidder shall deliver liquid Zeta Lyte 1A Anionic Polymer, which does not test within the limits as herein set forth or equal the specifications as furnished with the bid proposal, then the contractor shall be required to remove, without cost to the Authority, within twelve (12) hours after notification, the liquid Zeta Lyte 1A Anionic Polymer that has been rejected by the Authority. Should the contractor not remove the rejected Zeta Lyte 1A Anionic Polymer within the said twelve (12) hours the Authority shall then be at liberty to have said Zeta Lyte 1A Anionic Polymer removed from its premises and to dispose of such Zeta Lyte 1A Anionic Polymer by sale or other means as the Authority shall elect. The Authority may then purchase Zeta Lyte 1A Anionic Polymer in the open market and make charge against the contractor for excess cost in Zeta Lyte 1A Anionic Polymer so purchased.

Should the Authority have consumed a part of liquid Zeta Lyte 1A Anionic Polymer that is subject to rejection, such consumption shall not impair its right to cause the contractor to remove the remainder of the delivered Zeta Lyte 1A Anionic Polymer.

## 7. BID PRICES

Prices bid for the Zeta Lyte 1A Anionic Polymer shall be delivered in 55-gallon drums, with an approximate minimum of 110 gallons per delivery.

In case of tie bids for any ITEM the Authority reserves the right in its discretion to award a contract for same to any one of the low bidders.

## 8. FAILURE TO MAKE DELIVERIES WHEN ORDERED

Should the contractor fail to make deliveries in accordance with the terms specified herein the Executive Director shall then have the right to procure Zeta Lyte 1A Anionic Polymer in the open market or by contract. In this event the extra cost of Blended Zeta Lyte 1A Anionic Polymer above the prices bid shall be charged against the contractor. Such extra costs may be deducted by the Authority from any monies due or may become due the contractor.

## 9. CONTRACT UNDER SUPERVISION OF THE EXECUTIVE DIRECTOR

Furnishing and delivering Zeta Lyte 1-A Anionic Polymer shall be under the direction, supervision and to the complete satisfaction of the Executive Director of the Atlantic City Municipal Utilities Authority, or his duly authorized representative.

10. TERM OF CONTRACT

Orders may be placed within two-year (1) year from the date of execution of contract, *and/or until all monies for this contract have been expended.*

11. PAYMENT

Payment by the Authority for said items delivered and accepted shall be made within thirty

(30) days after the contractor has submitted a bill to the Executive Director based on the unit price bid with a properly executed voucher. (Printed voucher forms may be procured without cost from the office of the Atlantic City Municipal Utilities Authority, Water Department.) The Application for Payment must be submitted to the Authority at least 14 days prior before the monthly Board meeting to be considered for payment at the Board meeting.

The Atlantic City Municipal Utilities Authority is a public entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment, or retainage monies. Therefore, the amount due may be approved and certified at the next scheduled public meeting of the MUA's Board of Directors and paid during the MUA's subsequent payment cycle.

12. RESERVATIONS AS TO AWARDS

The Authority reserves the right to reject the proposal of any bidders for any ITEM or to reject any or all proposals if it is deemed in the public interest to do so.

# **GENERAL REQUIREMENTS**



## Atlantic City Municipal Utilities Authority

### RESOLUTION

WHEREAS, the failure historically to gain meaningful employment by the traditionally deprived has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal employment opportunities are offered to all regardless of race, creed, color, sex, religion or national origin.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Atlantic City Municipal Utilities Authority (MUA) that it is the public policy of the Authority to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations and to prohibit discrimination in employment and business practices because of race, color, religion, sex, ancestry or national origin, and to promote the full realization of equal employment and business opportunity through a positive and continuing program within each department, division, agency or component of the Authority. This policy of equal employment and business opportunity shall apply to every contractor, subcontractor or bidder holding or seeking public contract with the Authority, and is intended to provide all businesses for the Authority equal opportunity to participate in the filling of the Authority non-bid purchase orders up to legal non-bid limit.

BE IT FURTHER RESOLVED, that the Authority shall establish and maintain a positive program of equal employment opportunity for all employees and applicants for employment within their jurisdiction in accordance with the policy set forth above.

BE IT FURTHER RESOLVED, that all public contracts hereinafter entered into by the Authority shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the word "TREATED" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a minimum of ten percent (10%) certified minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal.



Agenda No.  
Resolution No. 267  
Date September 9, 19

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 2

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractor shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor of purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the programs as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continued withholding of all future payments under the public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or division until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.



Agenda No.  
Resolution No. 267  
Date September 9, 19

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 3

BE IT FURTHER RESOLVED, that the office of the Assistance Executive Director of the Authority shall establish any and all necessary and supplemental documents that will be required to effectively implement the Authority Affirmative Action Resolution of the Authority. All notices to prospective bidders published on behalf of the Authority shall include as a part of the contract specifications, the condition that all bidders will be required to submit an affirmative action plan and to comply with the Equal Employment Opportunity Resolution regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the Authority. Each bidder shall file as part of bid documents an Affirmative Action Plan for implementing the policy of this resolution, employment information reports, or other reports as may be required by the Authority. The contractor must identify all of his subcontractors and must disclose where they are buying all of his supplies before approval of the subcontractors. The Contractor shall cooperate with those appropriate training agencies as designated by the Authority in providing on and off site training for persons employed in the project and shall provide on site job opportunities to basic and advanced trainees referred to them by the Authority. The total cost of the training on and off site programs, including fringe benefits and the cost of off site schooling will be paid for by the contractor. The cost of such training shall be included in the price bid.

BE IT FURTHER RESOLVED, that where construction contract exists, a project site report in a form defined by the Authority shall be completed and submitted by the contractor not more than 30 days from the beginning of work on the site, and the Authority shall conduct such periodic on site reviews as are deemed necessary. Such project site reports shall include such information as to the employment practices and statistics of the contractor and each subcontractor, and shall be in such form as the Authority may prescribe. Where the term of the contract exceeds 30 days, such project site reports shall be submitted once each 45 days, or more frequently if the Authority determines that such submittal is deemed necessary for a continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the Authority.

BE IT FURTHER RESOLVED, that in the event specific discriminatory practices are found to exist in the administration and enforcement of this resolution in addition to the sanctions that may be imposed as provided by the terms of the contract, the Authority shall forward all pertinent information the appropriate Federal, State and local agencies.



## **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 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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.**

Name of Company: \_\_\_\_\_

Name of Highest Official: \_\_\_\_\_

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

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

# **PROPOSAL AND BID DOCUMENTS**

## BID DOCUMENT SUBMISSION CHECKLIST

### Atlantic City Municipal Utilities Authority

PROJECT: ZETA LYTE 1A ANIONIC POLYMER

**Failure to submit the following documents is a mandatory cause for the bid to be rejected  
(N.J.S.A. 40A:11-23.2)**

Required With  
Submission of Bid  
(Owner's checkmark)

Initial Each Item  
Submitted With Bid  
(Bidder's initials)

1.	Bid Guarantee as required by <u>N.J.S.A.</u> 40A:11-21	
2.	Statement of Corporate Ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2	
3.	Supplement to Bid Specifications	
4.	Schedule of Minority Contractors/Suppliers	
5.	Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury	
6.	Compliance Certification Form	
7.	Insurance and Indemnification Agreement	
8.	Certificate from Surety Company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
9.	List of Subcontractors by Category, as required by <u>N.J.S.A.</u> 40A:-11-16	
10.	Listing of Addendums Issued and Date	
11.	New Jersey Business Registration Certificate (PL 2004 - C:57)	
12.	Exhibit B Mandatory Equal Employment Opportunity Language	

**CONSTRUCTION PROJECTS ONLY**

**B. Failure to submit the following documents may be a cause for the bid to be rejected  
(N.J.S.A. 40A:11-23.1b)**

Required with Submission of Bid  
(Owner's checkmarks)

Initial Each Item Submitted with Bid  
(Bidder's Initials)

	1. Financial Statement prepared within the last twelve months	
	2. Consent of Surety as to a Labor and Material Payment Bond	
	3. Statement of Compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber) (electrical) (local contractor license	
	4. Consent of Surety as to Maintenance Bond as required by <u>N.J.S.A. 40A:11-16.3b</u>	
	5. Submission of Non-Collusion Affidavit (this form must be notarized)	
	6. Certification showing Bidder owns, leases or controls any necessary equipment.	
	7. Submission of Certificate of Registration in accordance with the provisions of the New Jersey Public Works Contractor Registration Act. N.J.S.A. 34:11-56.48 et. seq.	
	8. Disclosure of Investment Activities in Iran	

PROPOSAL FORM FOR  
FURNISHING AND DELIVERING ZETA LYTE 1A ANIONIC POLYMER  
SUITABLE FOR THE TREATMENT OF POTABLE WATER

DATE: \_\_\_\_\_

TO: THE BOARD OF DIRECTORS ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY

GENTLEMEN:

'The undersigned declares that he has carefully examined and fully understands all matters contained in attached "Advertisement", "Notice to Contractors", "Specifications" and "Proposal Form".

The undersigned proposes to furnish and deliver ZETA LYTE 1A ANIONIC POLYMER suitable for the treatment of potable water, in accordance with the prices named in this proposal, at his own proper cost and expense, and in a first class, workmanlike manner, and in accordance with the "Advertisement", "Notice to Contractors", "Specifications", and "Proposal Form", all of which are part of this Proposal to such an extent as they relate to or govern the obligations herein proposed to be assumed. All of the foregoing the undersigned proposes to do in accordance with such detailed directions and instructions as may be furnished from time to time by the Executive Director acting for the Atlantic City Municipal Utilities Authority at the following price:

**ITEM 1.** Zeta Lyte 1A Anionic Polymer suitable for the treatment of potable water, shipped in 55 gallon PVC drum containers to be purchased in the same twenty-four (24) month period, F.O.B., the Water Treatment Plant/Pumping Station of the Atlantic City Municipal Utilities

Authority, located at 1151 N. Main St., Pleasantville, NJ, per gallon.

2,750 GALLONS ZETA LYTE 1A ANIONIC POLYMER.

UNIT PRICE: \_\_\_\_\_ @ \_\_\_\_\_ per Gallon = \$ \_\_\_\_\_

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

**TOTAL BID AMOUNT IN WORDS:** \_\_\_\_\_

**TOTAL BID AMOUNT IN NUMBERS:** \_\_\_\_\_

**ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY AFFIRMATIVE ACTION  
PROGRAM REQUIREMENTS**



## COMPLIANCE CERTIFICATION FORM

### REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

Vendors must submit the following with their proposals.

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report

Please complete the following questionnaire as part of the Bid/Contract package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Our company has a Certificate of Employee Information Report.  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Form AA302 (Affirmative Action Employee Information Report) is attached.  
Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that the above information is correct to the best of my knowledge.

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

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

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

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

Telephone No.: \_\_\_\_\_

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

I have enclosed herewith a valid Certificate of Employee Information Report as issued by  
the New Jersey Department of Treasury.

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Bidder's Signature

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(Print or Type Name)

## AFFIRMATIVE ACTION CERTIFICATION (CONSTRUCTION CONTRACTS)

- A. This contract is subject to and all bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; Affirmative Action Regulations.
- B. For any violations of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine up to \$1,000.00 for each violation for each day during which the violation continues, as delineated in N.J.A.C. 17:27-10.6, with said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law of 1999" (N.J.S.A. 2A:58-10 et seq.)(P.L. 1975, C127, Para. 5b)(N.J.A.C.17:27).
- C. ALL CONTRACTORS
1. All contractors shall complete and submit the Initial Project Workforce Report Form AA-201, upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations.
  2. Failure to submit the form may result in the contract being terminated.
  3. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202, once a month thereafter for the duration of the contract to the Division of Contract Compliance and to the Public Agency Compliance Officer.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17: 27 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY**

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

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(Signature)

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(Date)

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(Name and Title of Signer – Please type)

## OTHER DOCUMENTS

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement by Bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

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

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

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BIDDER, PLEASE FILL IN THIS PAGE

## SUPPLEMENT TO BID SPECIFICATIONS

If the Bidder is an INDIVIDUAL, sign name and give address:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

And if INDIVIDUAL has a TRADE NAME, give such trade name:

Trading as \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

If BIDDER is INCORPORATED, give the following information:

State under whose laws incorporated \_\_\_\_\_

Location of principal office \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

Name of agent in charge of said office upon which notice may be legally served:

Telephone # and area code \_\_\_\_\_

FAX # \_\_\_\_\_

Name of CORPORATION \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

If BIDDER is a PARTNERSHIP, state the names of partners and firm:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

FAX # \_\_\_\_\_

BID MUST BE ACCOMPANIED BY A CERTIFIED OR CASHIERS CHECK DRAWN UPON A NATIONAL OR STATE BANK OR TRUST COMPANY, TO THE ORDER OF THE ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY IN A SUM EQUAL TO NO LESS THAN TEN PERCENTUM (10%) OF THE TOTAL AMOUNT OF THE BID, OR A BID BOND. NO ALTERATIONS IN THE WORDING OF THIS PROPOSAL FORM NOR INTERPOLATIONS HEREIN WILL BE PERMITTED AND ANY PROPOSAL SUBMITTED IN DISREGARD OF THIS REQUIREMENT MAY BE REGARDED AS INFORMAL AND NEED NOT BE CONSIDERED BY THE ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY IN MAKING THE AWARD



## **BIDDER'S INFORMATION FORM**

TO: ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (ACMUA)

In accordance with the requirements stated in the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS AND DETAILED SPECIFICATIONS, the undersigned Bidder submits the following information for consideration by the Authority in determining the Bidder's experience, financial reliability, and ability to perform the work required for this project.

The completed form shall be submitted to the Atlantic City Municipal Utilities Authority (Authority) with the Proposal Form for this project. If the Bidder fails to submit this form, or submits an incomplete, erroneous, or falsified form, the Bidder will be considered unresponsive, as this shall be deemed justification for rejection of the Proposal. (Attach additional sheets as necessary to complete this form.)

It is emphasized that time is of the essence in the completion of this project and failure to complete the major portions of the Contract within the time limits specified will cause the Authority considerable expense. Although this expense will be partially offset by liquidated damages payments, the Authority does not want the additional problems caused by the late completion, and therefore any Bidder that cannot, by means of this information form and individual verification, demonstrate that it has the necessary expertise and equipment as determined by the Authority, to do the work and can show by past experience and specific work of comparable size that it has, in fact, completed the work satisfactorily and on time will be disqualified and its Bid considered non-responsive.

Data furnished herein by the prospective Bidder are solely for the information of the Authority and to aid the Authority in determining the qualification of the Bidder.

The undersigned herewith is submitting a Proposal on the following Contract:

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The undersigned agrees to abide by the decision of the Authority concerning the qualification of the Bidder determined by the information supplied in this form and the checking of references and statements therein.

The undersigned Bidder submits the following information:

1. GENERAL

a. Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

b. If a Corporation, complete the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Director's name: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name: \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

c. If a CO-Partnership, complete the following:

Date of organization: \_\_\_\_\_

Type of partnership (General or limited): \_\_\_\_\_

Name and address of partners: \_\_\_\_\_

2. EXPERIENCE RECORD

a. How many years has your organization been in business under your present business name? \_\_\_\_\_

b. What are prior names of organization? \_\_\_\_\_

\_\_\_\_\_

c. How many yrs. experience in this type of work has your organization had?

1. As a supplier: \_\_\_\_\_

d. List below the five other organizations that you have supplied to within last 5 yrs.:

LOCATION

SUPPLIED MATERIAL

OWNER

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

e. Name and address of references for respective suppliers listed above.

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

f. Name one (1) banking institution reference:

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

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

\_\_\_\_\_

## CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding.

\$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)      (Date)

(Name and Title of Signer – Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

## **SCHEDULE OF MINORITY CONTRACTOR AND/OR SUPPLIERS**

THIS FORM IS TO BE COMPLETED BY BIDDERS

Name of Minority  
Business Firms  
And Agent's Name

Specify type of  
Work to be Done

Dollar Amount of  
Participation  
(Minimum of 10%  
Of Total Amount


The Atlantic City Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers be certified by the City of Atlantic City and/or the State of New Jersey
2. Certification and letters of interest from all firms listed above must be attached to this form
3. THIS PROPOSAL MUST BE COMPLETED AND SUBMITTED WITH THE BID OR PROPOSAL

BIDDERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **INSURANCE AND INDEMNIFICATION AGREEMENT**

OWNER: Atlantic City Municipal Utilities Authority

CONTRACTOR: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

### **Section I – Indemnification:**

To the fullest extent permitted by law, the contractor agrees to defend, indemnify and hold harmless the owner and their agents, servants and employees from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys fees, incurred by reason of any liability for damage because of bodily injuries, including death resulting from such injuries, and/or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the contractor/subcontractor or otherwise, caused by, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The contractor agrees that the obligation to defend, indemnify and hold harmless, as described above, exists whether such injuries to persons or damage to property are due, or are claimed to be due, to the negligence of the owner, or the agent, servants and employees of the contractor and owner, or other subcontractors, excepting from the foregoing the sole and complete negligence of the owner.

The contractor agrees that the obligation to defend commences when a claim is made against the owner even if the contractor/subcontractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the owner. The contractor agrees to pay for the defense of the owner upon demand.

Signature of authorized representative of contractor:

Date:

\_\_\_\_\_

\_\_\_\_\_

## INSURANCE AND INDEMNIFICATION AGREEMENT

### Section II – Insurance:

- A. The contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority as an Additional Insured:
- a. Coverage shall be provided in the contractor's General Liability policy via the use of ISO form CG 20 10 11/85 or its equivalent, or via the use of the combination of ISO forms CG 20 10 10/93 and CG 20 37 10/01 or the equivalent.
  - b. Coverage for the contractor shall not be limited (e.g. not just for "general supervision").
  - c. Coverage shall be provided to the owner on a primary, non-contributory basis.
  - d. Coverage shall include Completed Operations.
  - e. The contractor's Umbrella policy shall become primary to the owners General Liability policy.
  - f. Workers Compensation and Employer's Liability Insurance: This insurance shall be maintained in force during the life of this contract by the contractor covering all employees engaged in the performance of this contract in accordance with the applicable statute of the workers compensation law of the state of New Jersey.
- B. The contractor's Commercial General Liability and Umbrella policies are endorsed to reflect that the owner will be notified at least 30 days in advance in the event of cancellation (except 10 days for nonpayment).
- C. The contractor must furnish the Owner with a valid Certificate of Insurance and a copy of the applicable Additional Insured endorsement(s) when this agreement is signed.
- D. Minimum insurance limits to be carried by contractor:
- Commercial General Liability
    - \$2,000,000 Products/Completed Operations Aggregate
    - \$2,000,000 General Aggregate
    - \$1,000,000 Any One Occurrence (Coverage A)
    - \$1,000,000 Any One Person or Organization (Coverage B)
  - Automobile Liability (Comprehensive Coverage)
    - \$1,000,000 Each Accident
  - Commercial Excess Liability ("Umbrella")
    - \$5,000,000 Products/Completed Operations Aggregate
    - \$5,000,000 General Aggregate
    - \$5,000,000 Any One Occurrence (Coverage A)
    - \$5,000,000 Any One Person or Organization (Coverage B)
  - Employers Liability (Coverage B on the Workers' Compensation Policy)
    - \$500,000 Each Accident
    - \$500,000 Each Employee for Injury by Disease
    - \$500,000 Aggregate for Injury by Disease
  - Workers Compensation
    - Minimum Employer's Liability \$1,000,000 per accident
    - Employer's Liability Insurance Part 2 of the policy applies to work under this contract.  
The limits of liability under Part 2 are:
      - Bodily injury by accident \$1,000,000 each accident
      - Bodily injury by disease \$1,000,000 policy limit
      - Bodily injury by disease \$1,000,000 each employee

Signature of authorized representative of contractor:

Date:

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**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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**

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

**OR**

☐ B. I am unable to certify as above because the Vendor/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 and sign and complete the Certification below. Failure to provide such information 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**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

**ENTITY NAME:** \_\_\_\_\_

**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_

**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_

**DURATION OF ENGAGEMENT:** \_\_\_\_\_

**ANTICIPATED CESSATION DATE:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal (the "Principal") and \_\_\_\_\_, a mutual company duly organized under the laws of the \_\_\_\_\_, as Surety (the "Surety"), are held and firmly bound unto \_\_\_\_\_, as Obligee (the "Obligee"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(If Bidder is an **Individual**)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

(If Bidder is a **Partnership** - All General Partners Must Sign)

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

(If Bidder is a **Corporation**)

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

END OF BID BOND