

# FURNISHING & DELIVERING OF HIGH CALCIUM HYDRATED LIME



May 23, 2024

## ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

401 North Virginia Avenue  
Atlantic City, New Jersey 08401

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

## ADVERTISEMENT

SEALED BIDS or proposals for the Furnishing and Delivering F.O.B. to the Atlantic City Municipal Utilities Authority Administration/Operations Facility, 401 N. Virginia Avenue, Atlantic City, NJ for the FURNISHING AND DELIVERING OF HIGH CALCIUM HYDRATED LIME, in strict accordance with specifications for said material adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on January 17, 2024 will be received when called for by the Purchasing Board of said Authority, at a meeting to be held in the Board Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the hour of 10:30 A.M. prevailing time on Thursday, May 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 nonrefundable fee of Ten 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.

Clifford Keen, Deputy Executive Director Operations

# **INSTRUCGIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

SEALED BIDS or proposals for the furnishing and delivering HIGH CALCIUM HYDRATED LIME, Suitable for the Treatment of Potable Water, F.O.B. to 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 a meeting of said Board to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the hour of 10:30 A.M.. on Thursday, May 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 and 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 be received by the 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 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 PERCENTUM (10%) of the total bid, to the order of the Atlantic City Municipal Utilities Authority, **or a bid bond** for the same amount, but in no case in excess of \$20,000.00, said check or 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 for 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 or a period of one (1) year, *and/or* until the monies for this contract have been expended, as follows:                   THREE HUNDRED TWENTY- FIVE (325) TONS

The quantities above mentioned are to be considered as approximate only and are given only for comparison of bids and to obtain the unit price per ton. The LIME 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 High Calcium Hydrated Lime ordered

in writing by the Executive Director 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 delivering of each order shall be paid to the Authority by the Contractors 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 the contract is awarded.

In lieu of price escalation the price bid shall be firm for a period of TWELVE (12) MONTHS, after which the vendor shall furnish THIRTY (30) DAYS notice of any price increase from the manufacturer, providing this increase meets all federal and state regulations. In the event of a decrease in price, even of a short duration, the Authority shall receive the benefit of this. 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 contractor's employment data, will require ALL contractors to submit, prior to the award of a contract by the said Authority a bidder's Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury, Affirmative Action Office.

# **GENERAL REQUIREMENTS**

**SPECIFICATIONS**  
**FOR FURNISHING AND DELIVERING**  
**HIGH CALCIUM HYDRATED LIME**  
**SUITABLE FOR THE TREATMENT OF POTABLE WATER**

Section 1. DEFINITIONS

"Authority" means the Atlantic City Municipal Utilities Authority.

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

"Hydrated Lime" means a high calcium hydrated lime suitable for the treatment of potable water. A very finely divided powder resulting from the hydration of quick lime with enough water to satisfy its chemical affinity. The said hydrated lime shall comply in every respect with the "Standard Specifications for Quicklime and Hydrated Lime" according to the American Water Works Association Specification B-202-93, or any later modification thereof.

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

Section 2. WORK INCLUDED

The work to be done is to furnish and deliver the said hydrated lime manufactured in the United States of America and delivered as set forth in Section 3 of these Specifications.

Section 3. COMPLIANCE WITH AMERICAN WATER WORKS ASSOCIATION – STANDARDS

The said hydrated lime shall comply in every respect with the "Standard Specifications for Quick Lime and Hydrated Lime" according to the American Water Works Association (AWWA) Specification B-202-93, or any later modification thereof.



### Section 3A. PHYSICAL PROPERTIES

The hydrated lime shall be white, dry, finely powdered, and free from lumps or any foreign material that might interfere with the operation of dry feed equipment. Uniformity of particle size is desirable.

### Section 3B. CHEMICAL REQUIREMENTS

The hydrated lime supplied in accordance with these specifications shall not have less than sixty-two percent (62%) available calcium oxide, which is equivalent to eighty-one and nine tenths percent (81.9%) calcium hydroxide. The Authority is requesting an alternate bid for high calcium hydrated lime which shall contain not less than seventy percent (70.0%) available calcium oxide.

The proposal submitted for furnishing and delivering hydrated lime shall include a "Certificate of Analysis" of the material proposed to be furnished in accordance with these specifications. The analysis shall be prepared in accordance with the procedure detailed in Section 5 of AWWA Specification B-202-93, or any later modification thereof. ***THE AUTHORITY SHALL REQUIRE A CERTIFICATE OF ANALYSIS OF MATERIAL TO BE SUPPLIED PER LOAD, EACH DELIVERY, AS REQUIRED TO CONFIRM THE MATERIAL MEETS THE DETAILED SPECIFICATIONS.***

### Section 4. DELIVERY

Delivery shall be made within forty-eight (48) hours after notification by the Executive Director, or his/her duly authorized representative, by pressurized truck equipped to blow the hydrated lime into the storage tanks, F.O.B., the Lime Treatment House of the Atlantic City Municipal Utilities Authority, which is located at the rear of the Pumping Station, 1151 N. Main Street, Pleasantville, NJ. Each order shall be placed for approximately twenty (20) tons. The Authority shall have the option to request delivery to be blown into a maximum of two (2) hydrated lime storage tanks at the plant site. The separate tanks shall be a maximum of 1,200 linear feet

apart at the treatment plant site. The pressurized truck shall be equipped with ALL of the necessary fittings, connections and tools required to properly connect the discharge hoses from the pressurized truck to the delivery receiving connections at the Authority facility.

The discharge of excess product on the Authority plant site resulting from clearing the pressurized truck hoses is prohibited. The material may be discharged as a result of clearing delivery hoses and connection shall be encapsulated or containerized by the pressurized truck operator.

#### Section 5. FAILURE TO MAKE DELIVERIES WHEN ORDERED

Should the contractor fail to make deliveries in accordance with the terms specified herein the Executive Director or his duly authorized representative shall then have the right to procure the said hydrated lime in the open market, or by contract. In this event, the extra cost of High Calcium Hydrated Lime above the prices bid shall be charged against the contractor. Such extra cost may be deducted by the Authority from any monies due or which become due the contractor.

#### Section 6. CONTRACT UNDER THE SUPERVISION OF THE EXECUTIVE DIRECTOR

Furnishing and delivering High Calcium Hydrated Lime shall be under the supervision of the Executive Director or his duly authorized representative and to the complete satisfaction of the Executive Director.

#### Section 7. BID PRICES

Prices bid shall be per ton of said hydrated lime delivered in pressurized truck equipped to blow the said hydrated lime into storage tanks having capacity of approximately Twenty (20) Tons. The proposal form shall include a bid price from optional split load deliveries to the Two (2) separate storage tanks within 1,200 linear feet at the Treatment Plant Facility. The price bid shall be per delivery when the delivery is split between Two (2) storage tanks.

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

#### Section 8. BOND

Contractor shall furnish a bond of a surety company authorized to do business in the State of New Jersey in a sum equal to One Hundred Percentum (100%) of the total contract price of contract award. Said bond is to be satisfactory as to form to the Authority Solicitor and as to surety to the Executive Director of the Atlantic City Municipal Utilities Authority and is to be conditioned for the faithful performance of the contract to be entered into and also for the payment of lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for the labor performed or material, provisions, provender or other supplies or teams, fuel, oil, implements or machinery finished, used or consumed in the carrying forward, performing or completing said contract.

#### Section 9. TERM OF CONTRACT

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

#### Section 10. PAYMENT

Payment by the Authority for said hydrated lime 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.

Section 11. RESERVATIONS AS TO AWARDS

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

**ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY AFFIRMATIVE ACTION  
PROGRAM 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 work "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.



## 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.



## 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.





Agenda No.  
Resolution No. 267  
Date September 9, 1992

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 4

BE IT FURTHER RESOLVED, that in the event a contractors fails to cooperate in reaching mutually satisfactory solutions to his/her failure to comply with this resolution or to implement contract compliance agreements previously made, the Authority shall review such cases to determine:

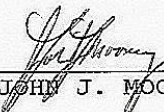
- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

In the event the Authority determines that the contractor has violated or has failed to comply with the equal employment and business opportunity requirements of the contract, after affording such contractor a reasonable time to correct the situation and where negotiations have been of no avail, it shall make a finding under paragraph 1 of this Section, and shall transmit said findings and recommendations thereon to the Authority's Executive Director, the Contracting Agency, Law Department, and any other Agencies it may deem appropriate.

BE IT FURTHER RESOLVED, that each section and each provision or requirement of any Section of the resolution shall be considered severable, and the invalidity of any portion of this resolution shall not effect the validity or enforceability of any other portion.

BE IT FURTHER RESOLVED, that this resolution the masculine gender shall include the feminine and the singular plural.

Upon motion this Resolution was ADOPTED as Read.

  
\_\_\_\_\_  
JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY

# **TECHNICAL SPECIFICATIONS**

## CHEMICAL REQUIREMENTS IMPORTANCE

The hydrated lime supplied in accordance with these specifications shall not have less than sixty-two percent (62%) available calcium oxide, which is equivalent to eighty-one and nine tenths percent (81.9%) calcium hydroxide. The Authority is requesting an alternate bid for high calcium hydrated lime which shall contain not less than seventy percent (70.0%) available calcium oxide.

The proposal submitted for furnishing and delivering hydrated lime shall include a "Certificate of Analysis" of the material proposed to be furnished in accordance with these specifications. The analysis shall be prepared in accordance with the procedure detailed in Section 5 of AWWA Specification B-202-93, or any later modification thereof. ***THE AUTHORITY SHALL REQUIRE A CERTIFICATE OF ANALYSIS OF MATERIAL TO BE SUPPLIED PER LOAD, EACH DELIVERY, AS REQUIRED TO CONFIRM THE MATERIAL MEETS THE DETAILED SPECIFICATIONS.***

**PROPOSAL AND BID DOCUMENTS**

**BID DOCUMENT SUBMISSION CHECKLIST**

**Atlantic City Municipal Utilities Authority**

PROJECT: Furnishing & Delivering of High Calcium Hydrated Lime

**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)

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

Initial Each Item Submitted with Bid

(Owner's checkmarks)

(Bidder's Initials)

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

PROPOSAL FORM  
FOR  
FURNISHING AND DELIVERING HIGH CALCIUM HYDRATED LIME  
SUITABLE FOR THE TREATMENT OF POTABLE WATER

TO: BOARD OF DIRECTORS  
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
ATLANTIC CITY, NJ

GENTLEMEN:

The undersigned declares he has carefully read and fully understands all matters contained in the attached "Advertisement", "Notice to Contractor", "Specifications" and "Proposal Form."

The undersigned proposes to furnish and deliver HIGH CALCIUM HYDRATED LIME, suitable for the treatment of potable water, in accordance with the prices named in this Proposal at his/her own proper cost and expense; and in a first class workmanlike manner; and in accordance with the "Advertisement", "Notice to Contractor", "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 unit price:

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL BID</u>
1.	325 Ton High Calcium Hydrated Lime Minimum 62% Calcium Oxide	\$ _____	\$ _____
2.	15 Ea. Split Load Delivery Per Truck Load	\$ _____	\$ _____
	Total Amount of Base Bid (Items 1 & 2)		\$ _____

ALTERNATE:

3. 325 Ton High Calcium Hydrated Lime \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Minimum 70% Calcium Oxide

Total Amount of Alternate Bid: \$ \_\_\_\_\_

NOTE: EACH ORDER WILL BE PLACED FOR NO LESS THAN 20 TONS

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

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

Certificate of Analysis of material supplied in accordance with this Proposal enclosed.

I have enclosed herewith the Certificate of Employee Information Report as issued by the New Jersey Department of Treasury, Affirmative Action Office.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Print or Type Name



**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	How Received	Date Received
or Title of Addendum/Revision	(mail, fax, pick-up, etc.)	

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement by Bidder:

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

By Authorized Representative:

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

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

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

**STATEMENT OF CORPORATE OWNERSHIP**

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**NOTE:** Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own a ten percent or greater interest therein. Failure to supply this information with Bid Proposal will be a cause for rejection.

**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)

Gentlemen:

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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_



# 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 completed copy of the Certificate of Employee Information Report as issued by the New Jersey Department of Treasury, Affirmative Action Office.

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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 APPREHENSIP, 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).

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Signer – Please type)

## 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

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
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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 attorney’s 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

## **OTHER DOCUMENTS**

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.

**(Corporation Surety)**

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

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

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

\_\_\_\_\_  
Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

**END OF BID BOND**