NOTICE TO BIDDERS

MONROE MUNICIPAL UTILITIES AUTHORITY

SLI CP 61-34 POLYPHOSPHATE OR EQUIVALENT

NOTICE IS HEREBY GIVEN that the Monroe Municipal Utilities Authority will receive sealed bids and publicly open and read them at the following time and place:

Bid opening: Tuesday, December 8, 2026, at 9:00 A.M., local time.

Location: Authority Business Office, 372 South Main Street, Williamstown, New Jersey 08094.

Bid Submission

All bids must be received at the Authority Business Office no later than the advertised bid-opening time. No bids will be received after that time. Each bid must be enclosed in a sealed envelope and submitted in accordance with the provisions of the "Advertisement for Sealed Bids" and the bid specifications.

Statutory Compliance

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 et seq. (Equal Employment Opportunity and Affirmative Action).

The successful bidder must provide proof of New Jersey business registration for itself and any named subcontractors before contract award, as required by N.J.S.A. 52:32-44, as amended. Proof of business registration is not required to be submitted with the bid.

Award or Rejection of Bids

The Authority reserves the right to reject any bid as permitted by law and to reject all bids only on grounds authorized by N.J.S.A. 40A:11-13.2. The Authority shall award the contract or reject all bids within sixty (60) days after bid opening, except that bids of bidders who consent may, at the Authority's request, be held for a longer agreed period in accordance with N.J.S.A. 40A:11-24.

Specifications

A copy of the specifications is available at the Authority's Operations Office, 372 South Main Street, Williamstown, New Jersey, during regular office hours, 7:30 A.M. to 3:30 P.M. The bid specifications can also be found on the Authority's website at https://www.monroemuanj.com.

Beth DiOrio

Monroe Municipal Utilities Authority, Qualified Purchasing Agent

MONROE MUNICIPAL UTILITIES AUTHORITY
GLOUCESTER COUNTY, NEW JERSEY

BID SPECIFICATIONS

NOTICE IS HEREBY GIVEN that the **Monroe Municipal Utilities Authority (MMUA)** (hereinafter called the "Authority" or "Owner") will receive sealed bids for the **Supply and Delivery of SLI CP 61-34 Polyphosphate or Approved Equivalent**.

Bids will be opened and read aloud at the Authority's main office located at **372 South Main Street, Williamstown, NJ 08094**, on **December 8, 2026, at 9:00 a.m. prevailing time**. No bids will be accepted after the designated date and time.
The bid specifications can also be found on the Authority's website at https://www.monroemuanj.com.

SECTION 1: GENERAL INSTRUCTIONS & CONTRACT TERMS

1. **Submission of Bids:** All bids must be submitted in sealed envelopes bearing the name and address of the bidder and the project name ("Bid for Supply and Delivery of Polyphosphate") on the outside. Bids can be mailed or delivered in person prior to the time of opening.
2. **Contract Period — proposed; legal approval pending.** The proposed contract is three (3) years, with annual pricing for 2027, 2028 and 2029.
3. **Basis of Award — approval required before issue.** Subject to the New Jersey Local Public Contracts Law, award is to the lowest responsible bidder submitting a materially responsive bid. The proposed evaluation combines all three annual unit prices to determine the **lowest overall average** price per 30-gallon drum. Proposed average drum price = (Year 1 drum price + Year 2 drum price + Year 3 drum price) ÷ 3.
4. **Equivalency:** References to "SLI CP 61-34 Polyphosphate" establish a standard of quality, composition, and performance. Bidders proposing an "equivalent" product must submit complete technical specifications, safety data sheets (SDS), and NSF/ANSI Standard 61 certification with their bid for review by the Authority.

Abandonment, Delay and Late Delivery

If the work to be done under this contract shall be abandoned by the contractor, or if at any time the Executive Director shall certify in writing to the Board of Directors that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily or not in accordance with the terms hereof, the Authority may annul the contract or any part thereof by a written notice served upon the contractor. The Authority may thereupon have the power to contract for

the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the contractor.

The cost and expense so charged shall be deducted from and paid by the Authority out of such monies as may be due or become due to the contractor under and by virtue of the contract. If such expense exceeds the amount that would have been payable to the contractor for completing the work, the contractor or the contractor's surety shall pay the amount of such excess to the Authority.

In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed as set forth in the specifications and the contract documents.

SECTION 2: TECHNICAL SPECIFICATIONS & DELIVERY

Material Requirements: The chemical supplied must be a high-quality liquid polyphosphate compound (SLI CP 61-34 or approved equivalent) formulated for water treatment to control iron, manganese, and corrosion scaling. The chemical must be certified under **NSF/ANSI Standard 61** for use in drinking water systems.

Packaging: Product must be delivered in clean, sealed, heavy-duty **30-gallon drums**. Each drum must be clearly labeled with the product name, manufacturer name, net weight/volume, lot/batch number, and NSF certification seal.

Delivery Locations: Deliveries must be made on an as-needed basis directly to the following four (4) Authority well facilities. The bidder must have the capability to offload and place drums into the chemical storage areas at each site:

Well facility	Location — Williamstown, NJ
Well #5	Water Street
Well #6	Holiday City
Well #7	Corkery Lane
Well #8	Knights of Columbus (Black Horse Pike)

SECTION 3: MANDATORY NEW JERSEY STATUTORY REQUIREMENTS

Governing law incorporated by reference. This solicitation and any resulting contract are governed by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and implementing rules, N.J.A.C. 5:34, as amended and applicable to this procurement.

All applicable provisions are incorporated by reference as though set forth in full. Mandatory law controls over conflicting bid or contract language. This incorporation does not make construction-only, professional-services, or other specialized provisions applicable to a chemical-supply contract merely because they appear in the statute.

1. **New Jersey Business Registration Certificate (BRC).** Pursuant to N.J.S.A. 52:32-44, as amended, the successful bidder shall provide proof of valid New Jersey business registration for itself and any named subcontractors before contract award. Failure to include the certificate with the bid is not, by itself, grounds for rejection.
2. **Equal Employment Opportunity and Affirmative Action.** Bidders shall comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. The mandatory goods-and-services contract language appears in Section 5. After notice of award but before execution, the successful bidder shall provide a qualifying federal approval letter, Certificate of Employee Information Report, or Employee Information Report Form AA-302 as required.
3. **Statement of Corporate Ownership.** Corporations, partnerships and limited liability companies shall submit the ownership disclosure required by N.J.S.A. 52:25-24.2 prior to or with the bid. Disclose names and addresses of owners meeting the statutory 10% threshold, tracing entity ownership through the required levels to individuals. The statutory publicly traded parent alternative is permitted when its required filing links and page references are supplied. Identify the bidder's entity type and any applicable exemption or absence of reportable owners.
4. **Non-Collusion Affidavit:** A completed and notarized Non-Collusion Affidavit must be enclosed within the sealed bid packet.
5. **Americans with Disabilities Act.** The contractor shall comply with applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and implementing regulations in performing this contract.
6. **Political contribution disclosure.** The bidder shall comply with applicable New Jersey pay-to-play and disclosure requirements, including N.J.S.A. 19:44A-20.4 et seq. where applicable. Separately, business entities receiving $50,000 or more in aggregate through New Jersey public contracts and agreements in a calendar year shall comply with ELEC annual Business Entity Statement (Form BE) requirements under N.J.S.A. 19:44A-20.27 and current ELEC instructions. Annual reporting is not a substitute for any applicable pre-award disclosure.
7. **Public bidding and award.** Award shall be made to the lowest responsible bidder whose bid is responsive in all material respects, in accordance with N.J.S.A. 40A:11-4. The evaluation method must be the method stated in the issued specifications; material evaluation criteria shall not be changed after bids are received.

8. **Notice, receipt and public opening.** The Authority shall comply with N.J.S.A. 40A:11-23, as affected by P.L. 2025, c. 72. The complete legal notice shall be posted on the Authority's dedicated official legal-notices webpage for the required period, including at least 10 days before this ordinary supply-bid opening. Bids shall be publicly opened and announced at the stated time and place; no late bid shall be received.
9. **Interpretations and addenda.** Changes to the solicitation shall be made only by authorized written addenda. For this nonconstruction goods-and-services procurement, notice of revisions or addenda shall comply with N.J.S.A. 40A:11-23(c), including the seven-day period excluding Saturdays, Sundays and holidays, applicable website-publication requirements, and prescribed delivery to persons who received a bid package or submitted a bid. An online posting alone does not replace required direct notification. Bidders shall acknowledge receipt of each issued addendum on the acknowledgment form.
10. **Mandatory bid documents and defects.** N.J.S.A. 40A:11-23.1 and 40A:11-23.2 govern applicable required bid documents. When required, omission of a statutory mandatory item is a noncurable defect. These include ownership disclosure, addenda acknowledgment and a bid guarantee if required by specifications. Construction-only items shall not be imposed solely because they appear in the statutory list. Other omissions shall be evaluated under applicable law, not automatically treated as waivable.
11. **Bid security — Authority decision required before issue.** If required for this supply bid, the issued specifications shall expressly state the requirement under N.J.S.A. 40A:11-21. The guarantee shall be payable to the Authority in the amount of 10% of the bid, not exceeding $20,000, in the form of a certified check, cashier's check or bid bond, subject to any controlling federal funding condition.
12. **Rejection; award and execution.** The Authority may reject individual bids only as permitted by law and may reject all bids only on grounds authorized by N.J.S.A. 40A:11-13.2. Award or rejection shall occur within sixty (60) days after bid opening, except for a longer agreed consideration period for consenting bidders under N.J.S.A. 40A:11-24. Contract execution and return of any bid security shall comply with that section; the execution period specified shall not exceed 21 days after award, Sundays and holidays excepted, unless the parties agree to extend it.
13. **Competitive specifications and equivalents.** Specifications and equivalency determinations shall comply with N.J.S.A. 40A:11-13. "SLI-61-34 or equivalent" shall not exclude a product meeting the published material, quality and performance requirements. Any intended renewal, extension or other option must be disclosed and lawfully authorized before it is exercised.

14. **Contract duration and funding.** The term and any extension must comply with N.J.S.A. 40A:11-15 and applicable rules. The proposed three-year term in Section 1 is not approved for issue until counsel identifies a lawful basis for that duration and confirms the start/end dates. Contract obligations are subject to required authorization and lawful funding certification; no purchase or change shall be made without required approval.
15. **Iran investment disclosure.** Prior to award, the successful bidder shall provide the required disclosure/certification under N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-55 et seq. The Authority shall use the current State model and review the applicable Treasury list.
16. **Russia/Belarus certification and screening.** The Authority and successful bidder shall comply with N.J.S.A. 40A:11-2.2 and N.J.S.A. 52:32-60.1 et seq., as implemented consistently with federal law and DLGS Local Finance Notice 2024-04. Before award, the Authority shall obtain the current certification and check the vendor's name and address against the OFAC list for activity related to Russia or Belarus. Any claimed license or exemption shall be referred to counsel for verification.
17. **Vendor eligibility and labor compliance.** A business appearing on the New Jersey Department of Labor and Workforce Development Workplace Accountability in Labor List (The WALL) is prohibited from public contracting under N.J.S.A. 34:1A-1.16. The Authority shall check eligibility before award. The contractor remains responsible for applicable wage, benefit and tax obligations.
18. **Other applicable LPCL provisions.** Procurement aggregation and the prohibition on dividing purchases to evade bidding (N.J.S.A. 40A:11-7 and 7.1); written contract requirements (40A:11-14); American goods and products where required (40A:11-18); payment-interest requirements (40A:11-19.1); and lawful contract amendments/change orders under applicable statutes and N.J.A.C. 5:34 remain binding to the extent applicable. No oral instruction authorizes a material change.
19. **Scope-dependent requirements.** This package is drafted as supply and delivery of chemicals, not construction. If the final scope includes covered public work or custom fabrication, the Authority must determine and include applicable prevailing wage, public-works registration, construction security and other mandatory provisions before advertising. Grant conditions and Comptroller notice/review obligations shall also be assessed against the actual funding and contract value.

SECTION 4: BID PROPOSAL FORM (PRICING SHEET)

Bidders must enter the unit price per 30-gallon drum and total estimated annual cost for every contract year included in the final issued package. Annual estimated cost equals the Authority's stated estimated drums multiplied by that year's drum price. The Authority must complete the estimated quantities and approve the term and evaluation method before issue.

Estimated Quantities and Payment. The Authority does not guarantee to purchase any definite quantities; however, it intends to purchase all of the Authority's requirements for the specified item during the term of the contract. The quantities purchased by the Authority are limited to the amount of monies budgeted and appropriated for that purpose under New Jersey statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract. It is understood that the estimated quantities specified herein may be increased, diminished, or omitted without in any way invalidating the prices bid.

American Products. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract pursuant to N.J.S.A. 40A:11-18.

Contract Period	Unit Price per 30-Gal Drum	Total Estimated Annual Cost
Year 1 (2027)	$ _____	$ _____
Year 2 (2028)	$ _____	$ _____
Year 3 (2029)	$ _____	$ _____
COMBINED AVERAGE	**Average Drum Price:**	**$ _____**

Bidder Information:

- Company Name: _____
- Authorized Representative Name & Title: _____
- Signature: _____ Date: _____

SECTION 5: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Exhibit A — Goods, Professional Service and General Service Contracts

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127); N.J.A.C. 17:27. The following State Exhibit A language is included for incorporation in the resulting goods-and-services contract.

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)

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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

_____
(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

_____
(CONTRACTOR)

_____
(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in
(name of affiant)
_____
(name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

_____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of forms local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). .

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to continuing political committees (PACs) and candidate committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign committees and continuing political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county which can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.html. These forms will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Ownership Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. 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

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ 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 New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(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

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

SECTION 6: BID DOCUMENT CHECKLIST AND ADDENDA ACKNOWLEDGMENT

This checklist identifies submission stages; it does not expand statutory fatal defects or excuse a required document.

Document / requirement	Submission stage	Bidder initials
Signed bid proposal and all required annual prices	With bid	_____
Ownership disclosure under N.J.S.A. 52:25-24.2, including required ownership-chain attachments or permitted alternative	Prior to or with bid, as required by law	_____
Acknowledgment of each issued addendum	With bid	_____
Bid guarantee, only if selected as required in the finalized specifications	With bid, if required	_____
Completed, notarized non-collusion affidavit required by this package	With bid	_____
Technical data, SDS and product certification required by Sections 1 and 2	With bid, as specified	_____
Business registration proof for bidder and named subcontractors	Before award	_____
Iran disclosure and current Russia/Belarus certification; Authority screening	Before award, as applicable	_____
EEO/AA evidence under Section 5	After notice of award, before execution	_____

Acknowledgment of Receipt of Addenda

Bidder: _____

The bidder acknowledges receipt of the following addenda and has included their requirements in the bid. If none were issued, write "None."