

CITY OF VINELAND
VINELAND, NEW JERSEY

SPECIFICATIONS

FOR

**OPEN-END CONTRACT FOR SCR REAGENT QUALITY
AMMONIA FOR UNIT 11 & CLAYVILLE UNIT 1**

COV BID # 2025-49

BID OPENING: TUESDAY, DECEMBER 30, 2025
PREVAILING TIME: 2:00 P.M.

PURCHASING DIVISION
640 E WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508

Miguel A. Mercado, QPA
Purchasing Agent
(856) 794-4040 Phone
(856) 405-4605 Facsimile
mmercado@vinelandcity.org



640 E. WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
MIGUEL A. MERCADO, QPA
PURCHASING AGENT

PHONE: (856) 794-4040
FAX: (856) 405-4605

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Vineland on Tuesday, December 30, 2025, at 2:00 p.m. prevailing time in the Purchasing Office, 5th Floor, 640 E. Wood Street, Vineland, New Jersey 08360, at which time and place bids will be opened and read in public for the furnishing of:

COV BID # 2025-49 OPEN-END CONTRACT FOR SCR REAGENT QUALITY AMMONIA FOR UNIT 11 & CLAYVILLE UNIT 1

Bid must be submitted in **duplicate** and shall be enclosed in an opaque sealed envelope, addressed to “Division of Purchasing, City of Vineland, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362-1508”

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

You must submit paper documents as your bid package. We cannot accept electronic copies. The documents to be submitted start with the Checklist. **(PLEASE DO NOT SUBMIT THE SPECIFICATIONS WITH YOUR BID PACKAGE.)** **Original signatures must be on one document.** (Please use **blue** ink for the signatures.) The duplicate can be a photocopy.

If you have any questions, please contact the Purchasing Agent at the above number or email: PurchasingOffice@vinelandcity.org

DO NOT STAPLE DOCUMENTS
DO NOT DOUBLE SIDE

**CITY OF VINELAND
GENERAL INSTRUCTIONS**

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached and shall be submitted in a clearly marked sealed envelope addressed to:

If delivered:

**DIVISION OF PURCHASING
640 E. WOOD STREET
5TH FLOOR
VINELAND NJ 08360**

If mailed:

**DIVISION OF PURCHASING
640 E. WOOD STREET 5TH FL
PO BOX 1508
VINELAND NJ 08362-1508**

* Do not use PO Box on Overnight Delivery Services, i.e. (Fed-Ex)

Bidder's name, address, bid category, and due date must appear on the outside of the BID ENVELOPE containing the bid.

- C. Sealed bids will be received by the Purchasing Agent or designated representative, at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour **and at the place designated**. **Bids may be hand delivered or mailed; however, the City disclaims any** responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail service, the designation in sub-section B, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City of Vineland shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Vineland shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
- E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. **ONLY ORIGINAL SIGNATURES ON ALL DOCUMENTS WILL BE ACCEPTED. RUBBER STAMPS,**

COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES, OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION. City of Vineland will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Purchasing Department of the City of Vineland. City of Vineland will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing Department.

- H. Each bid proposal form must give the full business address, business phone, fax, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.
- The City shall not be responsible for third party supplied specifications/bid packages.
- K. The City reserves the right to reject individual and/or all bids in accordance with law.
- L. Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).
- M. Contracts shall be awarded to the lowest responsive and responsible bidder. City Council reserves the right to reject any and all bids and to waive minor discrepancies therein. City Council also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- N. Questions concerning this bid shall be directed in writing to the Purchasing Department, Attention: Miguel A. Mercado, Purchasing Agent, either by facsimile at (856) 405-4605 or by email at PurchasingOffice@vinelandcity.org. The last day for questions is noon, Friday, December 12, 2025.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety shall result in rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **100%** of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year
_____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- 1. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on _____.
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents as listed below shall include but are not limited to the following coverage's. (where insurance requirements are listed under other sections of these specifications, the higher limits will prevail.)

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limit for Workers' Compensation and \$500,000 for Employer's Liability.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person/any one accident for bodily injury and property damage and \$3,000,000 aggregate, and shall be maintained in full force during the life of the contract.

3. Automobile Liability Insurance

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person / any one accident for bodily injury and property damage, and shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Vineland as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Vineland as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City of Vineland from all claims, suits or actions, and damages or costs of every name and description to which the City of Vineland may be subjected or put by reason of injury to the person or property of another, or the property of the City of Vineland resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The City of Vineland is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. No bidder will be allowed to offer more than one price on each item even though he/she may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the

partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

X

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages. It is Bidder's sole responsibility for determining the correct labor classification(s) and paying the correct and proper wage and benefits and it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. **NOTE: Additional information and current wage rates are available at: http://lwd.state.nj.us/labor/wagehour/wagehour_index.html.**

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT (Not Applicable)

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

J. NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The City may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for

balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new City(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the City's policy and procedures.

XII. W-9

- A. The bidder shall complete a W-9 form and submit it to the City of Vineland Purchasing Department prior to contract award. This form is available at the following link:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

XIII. Contract Records

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

City of Vineland

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including Purchase Orders)

*Construction Contracts (including Public Works related Purchase Orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used;
4. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sale of tangible personal property delivered into this State.

Pursuant to J.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY BUSINESS REGISTRATION

Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

Sample New Jersey Registration Certificates:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

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 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

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

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. SJ 21 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
NJ.S.A.10:2-1 ET SEQ.**

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Aqueous Ammonia Specification

Vineland Municipal Electric Utility

SECTION 44 01 10
VMEU Project Code: 25-038

Revision 2
November 21, 2025

Project Lead: *William Burns*

Prepared by: *William Burns*

Date: 11/21/2025

Date: 11/21/2025

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SECTION 44 01 10 – OPERATION & MAINTENANCE OF AIR POLLUTION CONTROL

PART 1 - GENERAL CONDITIONS

1.1. Contract Documents

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Data, Check List, Affirmative Action Regulations, Corporate Disclosure Statement, Surety Form, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Release of Mechanics' Liens, Equal Employment Opportunity Requirements, Special Conditions, Contractor's Report of Property Damage, Specifications, Drawings, Addenda, and Change Orders issued by the Owner or the Engineer, and specifications and engineering data furnished by the Contractor and accepted by the Owner, wherever included in this Contract shall be adhered to by the Contractor and the work shall be done in accordance therewith.

1.2. Definitions

Words, phrases, or other expressions used in these contract documents shall be defined as follows.

- A. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- B. "Owner" or "City" shall mean the City of Vineland, New Jersey, acting through its City Council and their duly authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the City of Vineland Electric Utility, Generation Division, 57 West Park Avenue, Suite A, PO Box 1508, Vineland, New Jersey, 08362-1508, Attention: Mr. Mohan L. Puri
- C. "Contractor" shall mean the corporation, company, partnership, firm, or individual who has entered into this Contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives.
- D. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents.
- E. "Engineer" shall mean the City of Vineland, New Jersey, or their duly authorized agent.
- F. "Field Construction Manager" shall mean the Owner's representative resident at the site of the work and designated by the Owner to be in charge of the project administration and field management of the work under this Contract.
- G. "Date of Contract," or equivalent words, shall mean the date of Contract Agreement is signed by the City of Vineland.
- H. "Day" or "days" unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
- I. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- J. "System" shall mean complete equipment and auxiliary systems associated with "the work".

- K. "Drawings" or "plans" shall mean all (a) drawings wherever furnished by the Owner as a basis for proposals, (b) supplementary drawings wherever furnished by the owner to clarify and to define in greater detail the intent of the contract drawings and specification, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
- L. Whenever in these contract documents the words "as order," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner or the Engineer has any authority or responsibility for supervision of the Contractor's forces or operations, such supervision and the sole responsibility therefore Being strictly reserved for the Contractor.
- M. Similarly the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner or Engineer, to the extent provided in "L" above.
- N. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.
- O. "Official acceptance" shall mean the Owner's written acceptance of all work performed under this Contract, based on the Owner's final inspection.
- P. "Initial operation" shall mean the first integral operation of the complete system, subsystems and supporting equipment in service or available for service.
- Q. "Commercial Operation" shall mean the condition of operating of which the complete system is officially declared by the Owner to be available for continuous operation at variable loads up to the including rated capacity.

1.3. Execution of Contract

The original and two copies of the contract documents will be prepared by the Owner. All Copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreement, along with executed copies of the required bonds and power of attorney, and submit the two copies to the Owner. The original contract documents are for the Contractor's records.

1.4. Legal Addresses

The business address of the Contractor listed in the Proposal is hereby designated as the place to which all notices, letters, and other communication to the Contractor will be mailed or delivered. The address of the Owner appearing in Section 1.2.B. is hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Engineer and to the other party.

1.5. Governing Law

This Contract shall be governed by the laws of the State of New Jersey. Any action, legal or equitable, relating to this Contract shall be filed in the State of New Jersey.

All parties to this Contract are bound by the appropriate provisions of the New Jersey Local Public Contract Laws which is a prerequisite to any payment by the City. This law is applicable to this Contract in total and in particular to change orders which must be pre-approved by the City pursuant to law.

1.6. Scope and Intent of Contract Documents

The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be performed according to the complete design as determined by the Engineer.

1.7. Independent Contractor

The relationship of the Contractor to the Owner shall be that of an independent contractor.

1.8. Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the Owner has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the Owner, or persons acting for the Owner, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the Owner. In case the Contractor is permitted to assign monies due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

1.9. Oral Statements

It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of this Contract.

1.10. Reference Standards

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

1.11. No Waiver of Rights

Neither the inspection by the Owner or Engineer or any of their officials, employees, or agents,

nor any order by the Owner or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

1.12. Changes to the Contract

The contract may be changed only by duly executed change orders issued by the Owner.

If, in the opinion of the Owner or the Contractor, any event or action by the other party justifies a change in the contract, either party shall initiate with the other party, within 5 days after such event or action, a request for a change to the contract. All documentation required to substantiate the proposed change shall be submitted within a minimum reasonable time after initiating the request for change. Upon the parties reaching agreement regarding the proposed change, the Owner will issue a written change order therefor.

Notwithstanding the foregoing provisions requiring duly authorized change orders, in the event agreement has been reached between authorized representatives of the parties regarding the change in the contract pending processing of such change order, the Contractor shall proceed with the work on the basis of written interim authorization from the Owner.

If the Contractor claims that any instruction, request, drawing, specifications or other directive or action of the Owner or the Engineer constitutes a change in the contract, but has not been authorized as such by a change order in writing by the Owner, the Contractor shall immediately request a written interim authorization and proceed without delay to perform the work in accordance with such authorization. The Contractor shall provide written notice of the claim or dispute to the Owner within 5 days of the request for interim authorization. The Contractor's failure to give said written notice within the 5 day period shall constitute a waiver and relinquishment of any such claim or dispute. The Owner's written interim authorization shall not constitute approval of the claim for increased or decreased work, but shall be a condition precedent to the Contractor's right to receive payment for such work and to the Contractor's right to prosecute or maintain any proceeding to recover for such work.

1.13. Laws and Regulations

The Contractor shall observe and comply with all Federal, state and local ordinances, laws, codes, and regulations and all other applicable requirements of authorities having jurisdiction over the work, including the Federal "Safety and Health Regulations for Construction" and the New Jersey Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25 et seq.), and shall protect and indemnify the Owner and the Owner's officers and agents, including the Engineer, against any claim or liability arising from or based upon any failure or alleged failure of the Contractor to comply with the same.

The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this Contract.

1.14. Arbitration

Before bringing any action in court pertaining to a decision of the Engineer, or claim, dispute, or other matter in question between the Owner and Contractor arising out of, or relating to the

contract documents or the breach thereof, the objector (hereinafter referred to as Party A) to the contract (hereinafter referred to as Party B) by notifying him in writing and setting forth in such notice the question to be arbitrated.

Party B can elect to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within 10 days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate, or failure of Party B to notify Party A with the 10 day period, will give Party A the right to start action in court.

If Party B agrees to arbitrate, the arbitration proceeding shall be governed by the Construction Industry Arbitration Rules or Commercial Arbitration Rules of the American Arbitration Association as appropriate for the matter to be arbitrated. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. The Contractor shall not cause a delay of the work during any arbitration proceedings except by agreement with the Owner. It is understood and agreed by the parties to the contract that no requirement or statement therein shall be interpreted as curtailing the power of the Engineer to determine the amount, quality, and acceptability of work.

In the event of a Force Majeure condition, the City shall at its option suspend shipments of Aqueous Ammonia or terminate the contract without rendering the City liable for damages thereof.

1.15. Taxes, Permits, and Licenses

Unless otherwise specified in these contract documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Owner or Contractor in connection with the work and shall obtain and pay for all required licenses, permits, and inspections.

The City is exempt from New Jersey Sales and use taxes. New Jersey sales and use taxes shall not be included in the contract prices.

The Contractor will be compensated for any increases in tax rates, license fees, and permit fees or any new taxes, licenses, or permits imposed after the date of the Proposal; provided however that this provision shall be limited to sales, use, and excise taxes assessed against the completed work and to licenses and permits required specifically for proposed work.

The Contractor shall be responsible for obtaining the necessary construction permits from the City of Vineland's Department of Licenses and Inspection before any work is to begin. NO fee is required, however, failure to obtain the required permits may result in fines and/or penalties which shall be paid by the contractor.

1.16. Suspension

The city shall have the power at any time to suspended or discontinue the execution of the work under this contract, and, at its discretion, terminate and vacate said contract, either for neglect or for refusal of the contractor to proceed with the work, or for violations of the covenants, terms, conditions or provisions of the contract, without rendering the city liable for damages therefore.

In case the execution of this contract shall at any time be suspended or discontinue by the direction of court or permanent injunction, or for any causes above mentioned, no claims for damages or for prospective profits on work not actually performed shall be made or allowed, but the contractor shall be entitled to reasonable compensation for sales costs, bonds, and other expenses to which may have been put in securing the contract and in making preparations

for the carrying out of same, including costs involved in setting up any work facilities and for any materials and or labor actually furnished by him.

1.17. Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, with the Owner, nor shall he assign, by power of attorney or otherwise, any of the previous written consent of the money payable under this Contract unless written consent of the Owner has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the Owner, or persons acting for the Owner, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the Owner. In case the Contractor is permitted to assign moneys due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

1.18. Indemnification

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officials, officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, to the extent such injury or damage is due to the error, omission, or negligent act of the Contractor, his subcontractor, employees, or agents

In any and all claims against the Owner, or any of their officials, officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his subcontractors.

1.19. Hindrances and Delays

The Contractor expressly agrees that in undertaking to complete the work within the time specified, he has made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by the Contractor for such

hindrances and delays. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or of any employee of the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide justifies a delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. The Contractor may be entitled to compensation for additional work if Contractor is required to perform work beyond the scope of the initial contract work, and the work was not required because of Contractor's fault or the delay is caused solely by the Owner.

No such extension of time will be made for a delay occurring more than 7 days before claim therefor is made in writing to the Engineer. Such claims for extension of time will, in all cases, include a detailed critical path analysis illustrating the reason for the claims and firmly establishing the days in question. In the case of a continuing cause of delay, only one claim is necessary. The Contractor shall use all reasonable means to minimize the extent of the delay.

The Owner reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract.

Suspension or reinstatement of the work will be by written notice to the Contractor from the Owner

Suspension of work shall not automatically entitle the Contractor to additional compensation or a change in the contract time; however, the Contractor will be reimbursed for real and unavoidable direct costs incurred by him as a result of such suspension and/or the contract will be extended as required to compensate for any delay due to such suspension.

The Owner reserves the right to order the Contractor to delay shipment of equipment and materials herein contracted. In the event such a delay is ordered by the Owner in writing, the Owner will pay the Contractor reasonable and proper extra charges incurred by the Contractor as a result of the delay. Such extra charges shall include storage charges, handling charges, insurance, interest on investment, and transportation charges to the storage facility.

The Owner reserves the right to cancel the unshipped portion of the equipment and materials and/or the unfinished portion of the construction and erection work by giving written notice to the Contractor. In the event of cancellation, the Owner will pay the Contractor reasonable and proper cancellation costs.

Cancellation of the work shall not constitute the basis for a claim for damages or loss of anticipated profits. The Contractor shall, after consultation with the Owner, take all reasonable steps to minimize the costs related to cancellation. The Contractor shall provide the Owner with an accounting of costs claimed, including adequate supporting information, and the Owner may, at its expense, audit the claimed costs and supporting information.

1.20. Insurance

Except as otherwise specified on this Contract, the Contractor and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage's with limits not less than those set forth below with insurers and under forms of policies satisfactory to the Owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and Owner's approval of insurance coverage to be maintained by the Contractor and his subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and his subcontractors under this Contract.

Any insurance carried by the Owner or the Engineer which may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

The workmen's compensation and employer's liability, automobile liability, general liability, and umbrella liability insurance specified shall apply only to field erection and field services such as manufacturer's technical direction, field testing, and similar work not included as part of the normal manufacturing process.

For insurance purposes, the title of ownership of equipment and materials furnished under this Contract shall remain with the Contractor until official acceptance of the work by the Owner, or until the Owner has secured insurance coverage of the equipment and materials, whichever first may occur.

1.21. Certificates of Insurance

The Contractor and his subcontractors shall furnish the Owner with certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under this Contract shall provide not less than 30 days advance notice in writing to the Owner and the Engineer prior to cancellation, termination, or material change of any policy of insurance. In addition, the Contractor shall immediately provide written notice to the Owner and Engineer upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "claims made" type. Certificates of insurance for Contractor- and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Owner and the Engineer at the addresses listed in Section 1.2.B.

Each certificate shall quote the insuring agreement and all exclusions and additions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

Certificates of insurance covering physical loss or damage to equipment and materials shall be submitted at least 30 days before the first shipment of the equipment and materials. A certificate for each of the other insurance policies shall be submitted at least 30 days prior to the expected arrival of the Contractor's personnel at the site of installation.

1.22. Additional Insureds

All insurance coverages furnished under this Contract shall include the Owner, the Engineer, and their officials, partners, directors, officers, agents, and employees as additional insureds with respect to the activities of the Contractor and his subcontractors.

These policies shall contain a "cross liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be

increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The Owner or the Engineer shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

1.23. Waiver of Subrogation

The Contractor and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner and the Engineer, their partners, directors, officers, agents, and employees and against other contractors and subcontractors.

1.24. Workmen’s Compensation and Employer’s Liability

This insurance shall protect the Contractor and the additional insureds against all claims under applicable state workmen's compensation laws. The insureds shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than:

Workmen's compensation	Statutory
Employer's liability	\$500,000 each occurrence

1.25. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
property damage	limit each occurrence

1.26. Comprehensive General Liability

This insurance shall be an "claims made" type policy in written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employee's or damage to property of the Owner or others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the article entitled INDEMNIFICATION, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

The liability limits shall not be less than:

Personal injury and	\$1,000,000 combined single
property damage	limit each occurrence and

\$3,000,000 aggregate

1.27. Transportation Insurance

This insurance shall be of the "all risks" type and shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until The Owner receives the equipment and materials at the job site. The coverage amount shall be not less than the full amount of the contract.

Transportation insurance shall provide for losses to payable to the contractor and the Owner as their interests may appear.

1.28. Umbrella Liability Policy

This insurance shall protect the Contractor and the additional insureds against all claims in excess of the limits provided under the employer's liability, comprehensive automobile liability, and comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000. The policy shall be a "claims made" type policy.

1.29. Hazardous Substances

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the City to assure that every container bears a proper label at a City facility. This complies with P.L. 1983, Chapter 315, "Worker and Community Right to Know Act," subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, must be furnished to the City of VINELAND.

1.30. Limitation of Liability

Contractor's total aggregate liability for damages to the Owner for any cause whatsoever whether in contract or in tort, including negligence or strict liability shall be limited to 100 percent of the contract amount or the limit of insurance coverage, whichever is greater.

This Limitation of Liability will not apply to payment of cost and damage under patents, claims for personal injury or damage to real or tangible personal property caused by Contractor's negligence or to claims by third parties.

1.31. Consequential Damages

Notwithstanding any other provisions of the Contract Documents, in no event will the Contractor, his subcontractors, or his suppliers be liable in Contract, in tort (including negligence or strict liability) or otherwise for loss of anticipated profits, lost production, or cost of replacement power or temporary equipment (including additional expenses incurred in using existing facilities), damage to or loss of other property or equipment, claims of customers of the Owner, or for any special, indirect, incidental or consequential damages whatsoever, whether resulting from the performance, delay in performance, or nonperformance of the equipment supplied hereunder, and whether suffered by the Owner, its customers, or any third party.

1.32. Safety, Health, and Accident Prevention

The Contractor shall conduct all operations under this Contract in a manner to avoid the risk of bodily harm and the risk of damage to any property. The Contractor shall promptly take necessary and adequate precautions against any condition which involves a risk of bodily harm or a risk of damage to any property. The Contractor shall continuously inspect all work, materials, and equipment and conduct health surveys of all work areas to discover and

determine any unsafe conditions and shall be responsible for the discovery, determination, and communication of any such condition.

The Contractor shall implement and maintain a written Safety, Health, and Accident Prevention Program specifically applicable to the work. The Safety, Health, and Accident Prevention Program shall be in accordance with the Owner's Safety Rules and Regulations and with the Codes and Regulations of Federal, State, Local, and all other authorities having jurisdiction over this work, including the requirements of Federal and State Safety and Health Regulations. The written Safety, Health, and Accident Prevention Program shall include disciplinary procedures and safety orientation training applicable to Contractor and subcontractor personnel.

The Contractor's written Safety, Health, and Accident Prevention Program shall include equipment to be used, sampling strategy and calculations, methods of compliance, and personnel protective equipment.

Upon request the Contractor's written Safety, Health, and Accident Prevention Program shall be submitted for review by the Owner prior to the start of the work at the project site. This review will not relieve the Contractor of his responsibility for safety and health, nor shall such review be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions in respect to his work at the project site.

The Owner reserves the right to require the Contractor to modify any portion of his Safety, Health, and Accident Prevention Program which is not in conformance with the requirements of these specifications. The Contractor shall immediately correct any unsafe conditions identified by the Owner. In the event the Contractor fails to immediately correct such unsafe conditions, the Owner may either (1) have the unsafe conditions corrected by others at the Contractor's expense, if contractor is at fault or (2) direct that the work be stopped in the area of the unsafe condition; however, this right to stop the work shall not give rise to any duty on the part of the Owner to exercise this right.

The Contractor shall maintain accurate accident, injury, and occupational illness reports and shall submit two copies of all such reports to the Owner upon request within 24 hours of any accident or occupational illness that occurred on Owner's site. Reports shall be made on a form similar to OSHA Form 300A.

The Contractor shall hold regular scheduled meetings to instruct his personnel and his subcontractor's personnel in safety and health practices and the requirements of the Contractor's Safety, Health, and Accident Prevention Program. The Contractor shall furnish safety and health equipment and enforce the use of such equipment by his employees and the employees of his subcontractors.

The Contractor waives the right to bring claim for damages against the Owner or the Engineer because of any negligent action performed by the contractor.

1.33. No Smoking Policy

All City facilities are designated as "Smoke-Free" with a ban placed on any and all smoking within City owned/operated facilities and includes any garage/receiving area, all elevators, lunch rooms, individual offices, turbine halls, or any other locations within a building.

The contractor's supervisors at the site shall be responsible for enforcing this policy which shall apply to his work force or any subcontractor under his employment. Anyone caught violating

this policy shall be disciplined as determined by **CITY OF VINELAND HEALTH DEPARTMENT**. Actions shall include but are not limited to the issuance of a summons or dismissal from the work site.

1.34. Protection of Property and Public Liability

The Contractor shall be accountable for any damages resulting from his negligent operations. He shall be responsible for the protection of all persons including members of the public, employees of the Owner, and employees of other contractors or subcontractors.

The Contractor shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights and guards, to provide adequate protection of persons and property.

The Contractor shall give reasonable notice to the owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.

The Contractor shall compensate the City of Vineland for any damage to its property resulting from the contractor's or his sub-contractor's operations under this contract or by the negligence of the employees of either. The Contractor shall agree to indemnify and protect the Owner and the Engineer from any such claims or liability.

The Contractor shall report property damage claims to the Owner on forms provided by the Owner within 5 days after the claim has been initiated.

If the Contractor fails to settle any claim, as provided above, for damages to or loss of property within a reasonable time, such claim and the amount thereof will be forwarded to the Owner's insurance carrier for settlement. The expenses thereof will be charged to the Contractor. The Owner will withhold said amounts from any Monies due, or to become due, to the Contractor under this Contract. The determination of what is a reasonable claim, and a reasonable amount thereof, as well as what is a reasonable time for the settlement of same, will be decided by the owner's insurance carrier and the Contractor shall be bound by such determination.

PART 2 - SPECIFICATION

2.1. Purpose

These specifications shall cover the furnishing and delivery of Reagent Grade (19%) Aqueous Ammonia in bulk, for the Howard M. Down Generating Station, located at 311 N. West Avenue, Vineland NJ 08360 and Clayville Unit 1 located at 4087 South Lincoln Avenue, Vineland NJ 08361.

The (19%) Aqueous Ammonia solution shall be utilized for the above two (2) 60 MW aerodynamic Combustion Turbines for flue gas conditioning upstream of their respective Selective Catalytic Reagents (SCR) for NOx control.

2.2. Aqueous Ammonia Specifications

The Aqueous Ammonia solution to be furnished shall be classified as Reagent Grade, 19% Aqua Ammonia and meet or exceed the following American Chemical Society (ACS) Specifications for De-ionized Ammonium Hydroxide:

Appearance	Colorless
Production Assay	± 1.0% concentration NH3
Residue After Ignition	≤ 0.002%
Carbon Dioxide	≤ 0.002%
Chloride	≤ 0.50 ppm
Phosphates	≤ 2 ppm
Nitrate	≤ 2 ppm
Sulfate	≤ 2 ppm
Heavy Metals (as Pb)	≤ 0.50 ppm
Iron	≤ 0.02 ppm
Permanganate Reducers	Pass

2.3. Bidder Requirements

The bidder shall be the manufacturer of the (19%) Reagent Grade Aqueous Ammonia or the manufacture's approved distributor.

The bidder shall be an established supplier of the (19%) Reagent Grade Aqueous Ammonia to electric utilities for at least the last five (5) years for injection into the flue gas stream ahead of the SCR (Selective Catalytic Reagent) for the purpose of controlling NOx emissions.

The bidder shall submit at least five (5) references located within 50 miles radius of City of Vineland N.J. with name of the company, address, contact information, gallons delivered and dates of service for similar or larger units as described in Section I, on the Proposal Form in support of his qualifications.

The bidder shall submit specification sheets for the (19%) Aqueous Ammonia with bid proposal.

2.4. Contractor Requirements

The successful bidder / contractor shall not begin any operations under this agreement until:

1. It has obtained all the insurance herein; and
2. It has furnished certificates of insurance to the Utility
3. It has submitted the contractor's ammonium hydroxide delivery procedures to the Superintendent of Generation or his designated representative.
4. It has completed the training of the Utility personnel in the contractor's safe delivery procedures for ammonium hydroxide.

Every certificate of Insurance providing the coverage required herein shall contain the following clause: "No reduction, cancellation, or expiration of the policy shall become effective until 30 days from the date written notice hereof is actually received by the City of Vineland."

The contractor shall take out and maintain for the life of this agreement, at his own expense, the type of insurance coverage and minimum limits as outlined in section 1.20 through 1.28 above. The comprehensive General Liability Insurance shall include coverage for all to the contractor's liability under the agreement with the limits of not less than those set forth above. However, the contractor shall be liable for such expenses arising out of bodily injury (including death) to any person or damage to any property caused by or resulting from acts or omissions by the City.

PART 3 - EXECUTION

3.1. Delivery

- A. All deliveries of (NH₄OH) 19% - Aqueous Ammonia shall be F.O.B. to Howard M. Down Generating Station Unit 11, 311 N. West Avenue, Vineland NJ 08360 or Clayville Unit 1, 4087 South Lincoln Avenue Vineland NJ as required, freight prepaid and allowed.
- B. Deliveries shall be authorized by the issuance of supplemental purchase order releases only.
- C. Deliveries shall be made by the vendor within twenty - four (24) hours of supplemented purchase order releases.
- D. All deliveries shall be comprised of approximately 35,000 pounds of 19% Aqueous Ammonia unless otherwise instructed by the Utility.
- E. The driver shall make all connections in the unloading process and will oversee the entire unloading process with an employee of VMEU.
- F. The transportation cost per pound shall remain firm during the contract period and no monetary considerations will be allowed for abnormal delays in loading or unloading of the ammonia.
- G. All delivery vehicles shall be equipped with meters designed for use with aqueous ammonia. Such meters shall be certified by the State of New Jersey Division of Weights and Measures. Contractor shall be required to document such certification with the City prior to the payment of any invoices.
- H. All certified delivery slips shall be forwarded to the Superintendent of Generation, or his designated representative, at the time of delivery.

- I. Deliveries shall be accepted and completed during the hours of 8:00am and 3:00pm, Monday through Friday, holidays excluded. Emergency deliveries shall be scheduled on an as-needed basis with the approval of the Superintendent of Generation or his designated representative.
- J. The contractor shall provide telephone numbers where the contractor or his designated representative can be contacted for routine communications and to immediately resolve scheduling and delivery problems that may arise.
- K. In the event of spillage during the off-loading operation, the truck driver must immediately notify the Superintendent of Generation or his designated representative, and shall NOT MOVE THE VEHICLE until released by the Superintendent. Any expense of the cleanup operation will be borne by the Contractor if it is determined to be his fault.
- L. Ammonia deliverer shall apply adequate wheel chocking prior to ammonia delivery on the site.

3.2. Pricing

- A. Pricing shall remain firm through the contract period.
- B. Bidders shall quote on the basis of dollars per pound (\$/#) of contained anhydrous ammonia delivered.

The Utility shall evaluate bids by the following method:

- C. (Estimated annual consumption of contained anhydrous ammonia) x (Bidder's quoted cost of contained anhydrous ammonia delivered per pound).
- D. Evaluation of contractor qualifications to meet the requirements of this specification.
- E. Evaluation of contractor references.

3.3. Open-End Contract

The Utility will award an open ended contract for the furnishing of 19% Aqueous Ammonia. The Utility does not guarantee the purchase of any set amount.

3.4. Estimated Quantities

The Utility estimates an annual consumption of zero (0) to thirty (36) tons of contained anhydrous ammonia delivered as 19% Ammonium Hydroxide (Aqueous Ammonia). The actual quantity ordered will vary due to operational needs. During the last year of their operation, for instance, Unit 11 and Clayville Unit 1 used a combined total of approximately (27) tons of contained anhydrous ammonia. The Utility does not guarantee the purchase of any set amount.

3.5. Contract Period

Initial Contract Period – Providing the quoted contract pricing is maintained as stated here in, the contract shall be for a period of one (1) year period, commencing with award of the contract and continuing until one year after the award date subject to the following:

- A. The "**Option Year**" - Shall **NOT** be considered an "automatic" for contract renewal.
- B. **Renewal for "Option Year"** – Both parties, the city Department and the Vendor must agree in writing, at least 90 days prior to the end of the "initial year" to be contractually obligated to the second (option) year.

- C. **Maximum Length** of the contract from this specification, including the option year shall be two (2) years.
- D. **Right to Terminate** – VMEU may terminate the contract when monies appropriated for this contract have been exhausted.
- E. **Contract Extension** - The contractor shall continue to provide shipment of Aqueous Ammonia upon request by VMEU for a period not to exceed sixty (60) days in case VMEU does not have a replacement contract in place at the expiry of the contract.

3.6. Correspondence

All correspondence and inquiries shall be made through William Burns, Vineland Municipal Electric Utility, 57 W. Park Ave, Vineland, NJ 08360. Phone Number: (856) 794-4000 x 4977.

PART 4 -ATTACHMENTS

4.1. List of Attachments

Sequence	Document Name
1	Proposal Form(s)

**PLEASE USE THE
FOLLOWING DOCUMENTS
WHEN SUBMITTING BOTH
YOUR ORIGINAL AND
DUPLICATE BID**

PLEASE PRINT (LEGIBLY) OR TYPE

COMPANY_____

ADDRESS_____

TELEPHONE_____

BY_____

(Signature)

(Name-please print or type)

(Title)

DATE_____

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

(Fax Number)

WITNESS_____

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

(Contact Person Who Prepared Proposal)

(Telephone Number)

(Federal I.D. Number)

(Email address)

**Proposal
COV BID # 2025-49**

Submitted To: The Purchasing Board
City of Vineland, New Jersey

Subject: 19% Aqueous Ammonia – Reagent Grade
Howard M. Down Generating Station – Unit 11
& Clayville Unit 1

Gentleman:

The undersigned bidder declares he/she has read the Notice to bidder, Instructions to Bidders, and Specifications attached; that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and an open-end contract awarded, to furnish and deliver the following for a period on (1) year from the date of award, with option for an additional year.

A. Bid Proposal

Quantity	Description	Unit Price
72,000 lbs.	Contained 19% Aqueous Ammonia Delivered	\$ _____ /Lb.

Total Bid ("Quantity" x "Unit Price")	\$ _____.
--	-----------

Delivery (Hours) – ARO (After Receipt of Order)	
--	--

B. References

 #1 #2 #3 #4 #5

1. Name of Company
2. Type of Business
3. Address
4. City, State, Zip Code
5. Plant Contact
6. Telephone Number
7. Gallons Delivered
8. Dates of Services

USE ADDITIONAL SHEETS FOR REFERENCES IF NEEDED

COMPANY: _____

BID CHECKLIST

**Failure by the bidder to submit with their bid all of the MANDATORY
Items that are checked below shall be cause for rejection of the bid.**

**OPEN-END CONTRACT FOR SCR REAGENT QUALITY
AMMONIA FOR UNIT 11 & CLAYVILLE UNIT 1
COV BID # 2025-49**

DECEMBER 30, 2025

	<u>REQUIRED WITH BID</u>	<u>INITIAL & SUBMIT</u>
1. Bid Guarantee (IN DUPLICATE) (a bid bond is not a consent of surety)	_____	_____
2. Certificate or Consent of Surety Form (IN DUPLICATE)	_____	_____
3. Statement of Ownership Disclosure (IN DUPLICATE)	_____ <u>X</u> _____	_____
4. EEO/Affirmative Action Compliance Notice (IN DUPLICATE)	_____ <u>X</u> _____	_____
5. Check List (IN DUPLICATE)	_____ <u>X</u> _____	_____
6. Proposal (IN DUPLICATE)	_____ <u>X</u> _____	_____
7. Acknowledgement of Receipt of Addenda (IN DUPLICATE)	_____ <u>X</u> _____	_____
8. List of Subcontractors, if any. If none, state so (IN DUPLICATE)	_____ <u>-</u> _____	_____

The items that are checked below shall be submitted no later than the time period indicated.

<u>Required as Conditioned</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
_____	Performance Bond (Due with the executed contract)	_____
_____	Labor and Material Payment Bond (Due with the executed contract)	_____

(continued on next page)

_____	Maintenance Bond (Due with the executed contract)	_____
_____	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	_____
<u> X </u>	New Jersey Business Registration Certificate (Due prior to contract award)	_____
<u> X </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	_____
<u> X </u>	Disclosure of Investment Activities in Iran (Due at Bid Opening)	_____
<u> X </u>	Prohibited Russia-Belarus Activities (Due at Bid Opening)	_____

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read & Initialed</u>
<u> X </u>	Americans with Disabilities Act Language	_____
<u> X </u>	General Instructions	_____
<u> X </u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID, AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

(COMPANY)

(NAME – PLEASE PRINT OR TYPE)

(SIGNATURE)

(DATE)

END OF BID CHECKLIST

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 noncorporate 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 _____ 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 _____ to notify the _____ 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 _____ to declare any contract(s) resulting from this certification void and unenforceable.

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

**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: _____

**FAILURE BY BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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 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.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

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”) 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).