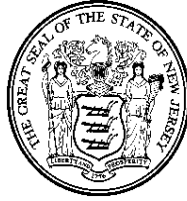


CASINO REINVESTMENT DEVELOPMENT AUTHORITY



SOLICITATION OF BIDS

For:	Landscaping Hardscape Materials
	As needed

Event	Date	Time
Bidder's Questions Due Date	Jan. 14, 2019	12:00 p.m.
Bid Submission Due Date	Jan. 24, 2019	12:00 pm

Dates are subject to change. All changes will be reflected in Addenda to the solicitation posted on the CRDA webpage.

Solicitation Issued By

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Phone 609-347-0500

Date Issued: December 2018

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the **Casino Reinvestment Development Authority (CRDA)** for

Landscaping Hardscape Materials, As Needed

Bid forms, contracts, and specifications can be obtained from the offices of the Casino Reinvestment Development Authority located at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey or on the CRDA website at www.njcrda.com.

Sealed bids must be mailed, presented or delivered to the Casino Reinvestment Development Authority, 15 S. Pennsylvania Avenue, Atlantic City, New Jersey 08401, Attn. Sharon Dickerson, Esq., Assistant General Counsel. The Casino Reinvestment Development Authority accepts no responsibility for the timeliness of any bidder's delivery, mail, delivery or courier service.

Sealed bids shall be submitted in the manner prescribed in the bid specifications. The sealed envelopes must be labeled **"Landscaping Hardscape Materials"** and contain the bidder's name and address and the bid opening date.

Bids will be received, opened and read aloud in public at the Casino Reinvestment Development Authority, 15 S. Pennsylvania Avenue, Atlantic City, New Jersey on **January 24, 2019 at 12:00 p.m.** eastern prevailing time.

Bidders are required to comply with the requirements of N.J.A.C. 17:27 (Affirmative Action), Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.), N.J.S.A. 52:32-44 (Business Registration), and N.J.S.A. 10:5-1 (Law Against Discrimination).

Dated:

1.0 **INFORMATION FOR BIDDERS**

1.1 **Background**

The Casino Reinvestment Development Authority ("CRDA") is an independent authority which was created in 1984 by Chapter 218 of the laws of the State of New Jersey (N.J.S.A. 5:12-153, et seq.). The CRDA is responsible for investing a portion of the casino gaming industry's revenues into urban revitalization projects in Atlantic City and other programs in the State of New Jersey.

The mission of the CRDA is to provide capital investment funds for economic and community development projects that respond to the changing economic and social needs of Atlantic City. The CRDA seeks to encourage business development and permanent job creation, promote opportunities for business expansion, and commit to facilitating a vibrant economic investment and employment environment for Atlantic City.

1.2 **Purpose and Intent**

The purpose of this bid ("Solicitation") is to solicit bids for one or more vendors to provide landscaping hardscape materials as needed for the use by the CRDA Special Improvement District Division ("SID").

CRDA intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. The CRDA, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term of the contract when deemed by the CRDA to be in the CRDA's best interest. The CRDA reserves the right to reject any and all bids when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in bids submitted in response to this Solicitation.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the contract awarded through this Solicitation.

1.3 **Bid Submission**

In order to be considered, a bid must be delivered, in a SEALED envelope, to the following:

SHARON D. DICKERSON, ESQUIRE
ASSISTANT GENERAL COUNSEL
CASINO REINVESTMENT DEVELOPMENT AUTHORITY
15 S. PENNSYLVANIA AVENUE
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. Bidders are cautioned to allow adequate delivery time to ensure timely receipt of bids. The CRDA shall not be responsible for any bidder's or delivery services failure to make timely delivery. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED "CRDA - BID FOR LANDSCAPING HARDSCAPE MATERIALS", AND CONTAIN THE BID OPENING DATE AND BIDDER'S NAME AND ADDRESS.**

BIDS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL NOT BE CONSIDERED.

1.4 Number of Bid Copies

The bidder must submit **two (2) complete ORIGINAL sealed bids**, clearly marked as the “ORIGINAL”. The bidder must submit **three (3) full, complete, and exact copies** of the original bid.

1.5 Questions and Answers

The CRDA will accept questions and inquiries pertaining to this Solicitation from all potential bidders electronically. Questions shall be directed to the CRDA staff member identified in Section 1.3 above, at the following email address:

CRDAQUESTIONS@NJCRDA.COM

The cut-off date for electronic questions will be as indicated on the cover page of this Solicitation.

The subject line of all emailed questions should say **Landscaping Hardscape - Bid Inquiry**”.

Any exceptions to the Purchase Agreement, attached hereto as Submittal 2, shall be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in this provision of the Solicitation. Any amendment to the Purchase Agreement shall be determined by the CRDA. Said determination shall be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The CRDA reserves the right to reject any and all amendments to the Purchase Agreement, in its sole discretion.

Bidders are **NOT** to contact the CRDA directly, in person or by telephone, concerning this Solicitation. All questions and answers will be posted on the CRDA website.

1.6 Addenda: Revisions to this solicitation

In the event that it becomes necessary to clarify or revise this Solicitation, such clarification or revision will be by addendum. Any addendum to this Solicitation will become part of this Solicitation and part of any contract award as a result of this Solicitation. **ALL SOLICITATION ADDENDA WILL BE POSTED ON THE CRDA’S WEB SITE.**

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this Solicitation. There are no designated dates for release of addenda. Therefore interested bidders should check the CRDA website on a daily basis from the time of bid issuance through bid opening.

1.7 Bidder Responsibility

The bidder assumes the sole responsibility for the complete effort required in submitting a bid in response to this Solicitation. No special consideration will be given after bids are opened because of a bidder’s failure to be knowledgeable as to all of the requirements of this Solicitation. The CRDA assumes no responsibility and bears no liability for cost incurred by a bidder in the preparation and submittal of a bid in response to this Solicitation.

1.8 Bid Opening

On the date and time bids are due under the Solicitation; bids will be opened and read aloud publicly. The contents of the bids shall remain confidential during the evaluation process. All bids submitted will be made available for public inspection in accordance with the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") after award of contract by the CRDA. The CRDA reserves the right to reject any and all bids, not award a contract or re-bid this contract if deemed necessary by the CRDA, in its sole discretion.

1.9 Price Alterations

Bid prices must be typed or written in blue ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a contract award from being made to the bidder.

1.10 Bid Errors

A bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the CRDA staff member identified in Section 1.3 above. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its bid, the bidder may make written request to the CRDA staff member identified in Section 1.3 above for authorization to withdraw its bid from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the bid would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the CRDA will not be significantly prejudiced by granting the withdrawal of the bid.

All bid withdrawal requests must include the bid title and the final bid opening date and sent to the following address, to the CRDA staff member identified in Section 1.3 above:

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
BID WITHDRAWAL REQUEST

If during the evaluation process, an obvious pricing error made by a potential contract awardee is found, the CRDA shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the written notice to confirm its pricing. If the bidder fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given to it.

1.11 Joint Ventures

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid. Authorized signatories from each party comprising the joint venture must sign the bid. A separate Ownership Disclosure Form, Disclosure

of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Disclosure of Political Contributions (c.51/EO 117) and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.12 Contents of Bid - Open Public Records Act

Upon award of contract, all information submitted by bidders in response to this Solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The CRDA reserves the right to make the determination and will advise the bidder accordingly. The location in the bid of any such designation should be clearly stated in a cover letter. THE CRDA WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE BID.

2.0 PRODUCT SPECIFICATIONS

2.1 Condition of Material:

All materials and products supplied by the bidder in conjunction with this bid shall be new and free from defects and consistent with industry standards. The products shall be delivered to the SID in excellent condition. In the event that any of the products supplied to the SID are found to be defective or do not conform to the specifications, the CRDA reserves the right to return to the vendor at no cost to the CRDA. Successful Bidder shall furnish all guarantees and warranties to the CRDA prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

2.2 Delivery:

The CRDA reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid. Delivery shall be within five (5) business days from receipt of order and shall be delivered to the following address, unless noted otherwise on the purchase order:

**CRDA Warehouse
13. N. New Jersey Avenue
Atlantic City, New Jersey, 08401**

**Or
Delivered to locations within the City of Atlantic City as directed**

Advanced notice shall be required of delivery date two (2) days prior to arrival date by contacting:

**Stacy Satero, Warehouse Administrator:
Email: ssatero@njcrda.com
Phone: 609-892-0108
Fax: 609-347-6652**

2.3 Brand Names. Brand names have been kept to a minimum in this Solicitation. If a brand name is used, the term “or approved equal” is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an “equal” must be approved by the CRDA during the question and answer process set forth in section 1.5. It should be understood that specifying a brand name in this specification shall not relieve the contractor from its responsibility to produce the unit in accordance with the performance warranty and contractual requirements.

2.4 Buy American. Pursuant to N.J.S.A. 52:32-1, if manufactured items or farms products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

2.5 PRODUCT SPECIFICATIONS: See Submittal 9

A. **Category Bidding**

Bidders may elect to bid on only one category, multiple categories or all categories. The follow is the list of material categories:

Categories:

1. Mulch
2. Topsoil, Screened – High Organic
3. Fill Dirt - Clean
4. White Mason Sand
5. ¾” Gray Trap Rock
6. Pennsylvania Mushroom Compost
7. Turf Grass Top Dress
8. Clam Shells
9. Crushed Concrete

B. **Mulch Specifications**

Mulches are to be manufactured using virgin woodchips from the South Jersey region. The hardwood mulches and root mulches are to be manufactured from 100% virgin wood chips or grindings from local land clearing operations. Colored enhanced mulches are to be made with virgin wood chips and approximately 10% recycled wood products, generated from DEP permitted facilities in New Jersey and Pennsylvania and ground to 1 ½ inches or minus. Dyes used for coloring mulches are to be non – toxic and completely safe for humans, plants and animals. No mulches are to be treated with pesticides, fungicides, or any other outside agent.

Additionally, Mulch shall be free of any disease organisms, nematodes or larvae with **no** wood pellets or recycled wood products used.

C. **Soil**

Screened Topsoil – High Organic Meets NJDOT Specifications

<u>Particle Size Analysis</u>		<u>Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
Pebbles	4.75 mm	#4 mesh	1.4	98.6
Gravel	2.0 mm	#10 mesh	1.9	96.7
V. Coarse	.85 mm	#20 mesh	11.9	84.8
Coarse	.425 mm	#40 mesh	34.0	50.8
Medium	.250 mm	#60 mesh	24.4	26.4
Fine	.15 mm	#100 mesh	3.7	22.7
V Fine	.75 mm	#200 mesh	3.8	18.9

Sand: 81.1%

Silt: 11.1

Clay: 7.8

Angularity: Angular/Sub Angular
 Acid: None
 Particle Density: 2.66 g/cc
 Bulk Density: 1.60 g/cc

Organic Source: Compost & Local Topsoil blend *Fill Dirt*

Clean Fill Dirt: fill dirt shall be clean bank run fill dirt with gravel like consistency.

Test results will indicate the following: Meets NJDOT specifications

PH.....5.1
 OrganicContent.....1.3%
 Phosphorous42ppm
 Potassium.....45ppm
 Magnesium.....64ppm
 Calcium.....395ppm
 Acidity.....1.6meq/100g
 Cation Exchange Capacity.....4.2meq/100g

Visual: Moist dark grayish brown sandy blended material.

D. **White Mason Sand**

Sand is high purity, high silica. Sand shall be totally free of any debris. Particle size is .5 mm to 0.15mm.

E. **Trap Rock**

Trap rock is dark gray-colored, fine grained, non-granitic intrusive or extrusive igneous rock. Trap Rock is crushed to a maximum size of 3/4" in diameter to smaller sizes

F. Mushroom Compost: Fertilizer and Soil Amendment

Analysis:

Nitrogen.....	1.0%
Phosphate.....	0.7%
Potash.....	1.1%

Origin of Product – Pennsylvania Mushroom Farms

Compost is made from agricultural materials wheat straw bedded horse manure, hay, poultry manure, cotton seed meal, cocoa shells, sphagnum peat and gypsum, providing a consistent, formulated and homogeneous product. Compost is pasteurized.

G. Top Dress – 70-20-10 Tee / Divot Mix (sand – sphagnum – topsoil)

Top Dress is premium high –sand mixture, per Rutgers guidelines, per USGA guidelines, heat treated.

Typical

<u>Particle size Analysis</u>		<u>Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
Gravel	2.0mm	#10 Mesh	.2	99.8
V. Coarse	1.0mm	#18 mesh	8.3	91.5
Coarse	.5mm	#35 mesh	33.5	58.0
Medium	.25mm	#60 mesh	42.6	15.4
Fine	.15mm	#100 mesh	12.3	3.1
V. Fine	.05mm	#270 mesh	1.8	1.3

Sand: 98.5% Silt: .6 Clay: .7

Particle size is determined after silt and clay have been removed

Particle Density: 2.66 g/cc

Bulk Density: 1.60 g/cc

Soluble Salts: <0.1 mmhos / cm

Organic Source: Canadian

Sphagnum

Local Topsoil – sandy loam

Analysis is based on typical testing results. Tests will vary on topsoil mixes due to the natural variation of topsoil components.

H. Clam Shells

Small Clams shells shall be clean and, free of overly obnoxious aroma.

I. Crushed Concrete

Shall be clean and, free of overly obnoxious aroma.

3.0 BID PREPARATION AND SUBMISSION

3.1 General

The bidder is advised to thoroughly read and follow all instructions contained in this solicitation in preparing and submitting its bid.

3.2 Bid Content

The bid should be submitted in one volume and that volume divided into two (2) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section A – Bid form
- Section B– Required Submittals and Compliance Information

A. Bid form

The bidder must submit its pricing using the format set forth in the CRDA supplied Bid Form appended hereto as **Submittal 9** to this Solicitation.

B. Required Submittals and Compliance Information

Refer to Section 5.0 of this Solicitation.

4.0 BID EVALUATION

4.1 Lowest Responsible Bidder

Bids will be evaluated to determine responsiveness. The CRDA intends to award a contract to the lowest responsible bidder.

4.2 Oral Presentation and/or Clarification of Bids

After the submission of bids, unless requested by the CRDA as noted below, vendor contact with the CRDA is not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid. The purpose of such communication with a bidder, either through an oral presentation or by letter, is to provide an opportunity for the bidder to clarify or elaborate on its bid. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid. Action by the Evaluation Committee in this regard should not be construed as an acceptance or rejection of a bid.

4.3 Bid Discrepancies

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

The CRDA expressly reserves the right (a) to waive minor irregularities in bids submitted in response to this solicitation; and (b) to reject all bids and not award any contract in connection with this solicitation.

4.4 Contract Award

The CRDA, in its sole discretion will determine whether to award a one-year, two-year contract or a one-year contract with the option to renew for the second year as the result of this Solicitation.

5.0 REQUIRED SUBMITTALS AND COMPLIANCE INFORMATION

A. The forms listed below must be completed and submitted with the bid, unless expressly stated otherwise in this Solicitation:

1. Signatory Page, Submittal 1
2. Purchase Agreement, Submittal 2
3. Disclosure of Investigations/Actions against Bidder, Submittal 3
4. Notice of Intent to Subcontract, Submittal 4
5. Subcontractor Utilization Form, Submittal 5
6. Affirmative Action (Bidder must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Submittal 6
7. Political Contributions Disclosure Form & Instructions, Submittal 7
8. Non-Collusion Affidavit, Submittal 8
9. Bid form, Submittal 9
10. Disclosure of Investment Activities in Iran Form, Submittal 10

B. **Business Registration:** As a condition of entering into a contract, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the CRDA) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq) on all their sales of tangible personal property delivered into the State.

The bidder must be properly registered to do business with the State of New Jersey as of the date

of award of contract, and should submit a copy of the bidder's NJ Business Registration Certificate with its bid. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

C. Compliance with Executive Order 151, dated August 28, 2009

Small Business Enterprise Requirement: It is the policy of the CRDA and as required by Executive Order 151 ("EO 151") that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in CRDA contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the CRDA pursuant to this Contract, the Firm must demonstrate to the CRDA's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the CRDA shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

Evidence of a "good faith effort" includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the CRDA with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations, and shall complete such other forms as may be required by the CRDA for State reporting as to participation.

Pursuant to Executive Order 151 the participants' goals for this Contract are African-Americans

2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

D. Notice to all Contracts Set-Off for State Tax Notice

Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director or the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52-32-32 et seq.), to the taxpayer shall be stayed.

5.1 Signatory page

The bidder shall complete and submit the signatory page appended hereto as **Submittal 1**, which shall be signed by an authorized representative of the bidder, evidencing the bidder's concurrence with all of the terms and conditions of this Solicitation. Failure to comply may result in rejection of the bid as non-responsive.

5.2 Purchase Agreement

Bidders shall review and execute **Submittal 2**. The CRDA reserves all rights to reject any and all bids based upon exceptions taken to the proposed form of contract. Execution of **Submittal 2** is not to be construed as entering into a contract with the CRDA but rather as a submission of an offer to contract with the CRDA. Any requested exceptions to the Purchase Agreement must be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in Section 1.5 of this Solicitation. **Failure to execute Submittal 2 will result in the bid being rejected as non-responsive.**

5.3 Disclosure of Investigations/Actions Involving Bidder

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving the firm, any principal in the firm, or person to be assigned to the CRDA contract, involving any public sector clients during the past **five (5)** years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Respondent form appended hereto as **Submittal 3**.

5.4 Notice of Intent to Subcontract

The bidder shall complete the attached Notice of Intent to Subcontract Form (**Submittal 4**) to advise the CRDA as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

5.5 Subcontractor Utilization Form

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form, appended hereto as **Submittal 5**, must be completed and submitted with the bid.

5.6 Affirmative Action

Bidder shall submit to the CRDA, upon award of contract, one of the following:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program.
- A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4
- An employee information report (Form AA302) (**See Submittal 6**)

5.7 Political Contributions Disclosure

The bidder is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the CRDA. The Political Contributions Disclosure form, **Submittal 7, is posted along with this Solicitation.**

Furthermore, the successful bidder is required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the successful respondent receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the successful respondent's responsibility to determine if filing is necessary. Failure to so file can result in imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

5.8 Non-collusion Affidavit

The bidder shall execute and submit the non-collusion affidavit (**Submittal 8**).

5.9 Bid form

The bidder must submit its pricing using the format set forth in the CRDA supplied Bid form appended hereto as **Submittal 9** to this Solicitation. If bidder fails to complete the Bid form the bid may be deemed nonresponsive. Merely attaching a firm's catalog of pricing is unacceptable. Any additions to the Bid form must be submitted as a Rider to **Submittal 9**.

5.10 Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the bidder must complete the Disclosure of Investment Activities in Iran attached hereto as **Submittal 10** to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and

that neither the bidder, nor one of its parents, subsidiaries and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on **Submittal 10**. **A bidder's failure to submit the completed and signed form with its bid will result in the rejection of the bids as non-responsive and preclude the award of a contract to said bidder**

Submittal 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

SOLICITATION OF BIDS: **Landscaping Hardscape Materials As Needed**

FOR INFORMATION: CRDA
 15 S. Pennsylvania Avenue
 Atlantic City, New Jersey 08401
 609-347-0500

Name, Bidder Name, Address, Phone, Facsimile number, Email and Contact person for bidder:

SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING ADDENDA. BY SIGNING BELOW, BIDDER AGREES TO HOLD ITS BID FIRM: (1) THROUGH THE NOTICE OF CONTRACT AWARD AND DURING ANY CHALLENGE TO THE AWARD (PROVIDED THE FOREGOING PERIODS ARE NOT LONGER THAN 180 DAYS FROM THE BID OPENING), AND (2) IF AWARDED A CONTRACT, FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. FAILURE OF THE BIDDER TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE BIDDER BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH CRDA.

**Name and Title of Person
Authorized to sign bid:**

Signature

Date

Submittal 2

**Purchase Agreement
Goods and Commodities**

INSERT FULL LEGAL NAME AND ADDRESS OF VENDOR:

(referred to hereinafter as the “Vendor”)

THIS PURCHASE AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2019, by and between the CASINO REINVESTMENT DEVELOPMENT AUTHORITY (the “CRDA”), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Vendor identified above.

Background

A. In accordance with the CRDA’s solicitation of bids released in December of 2018 (the “Solicitation”) and the Vendor’s response thereto dated _____ (the “Bid”), and in accordance with Resolution 19- ____ adopted _____, the Vendor has been selected to sell the goods to the CRDA as more fully described on Exhibit “1” (the “Goods”).

B. The Vendor desires to sell and the CRDA desires to purchase the Goods under the terms and conditions, all as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the CRDA and the Vendor, intending to be legally bound, hereby agree as follows:

1. Copies of the Solicitation and the Bid are annexed hereto as Exhibit 2 and 3, respectively. By this reference, the Solicitation and the Bid are incorporated in and made a part of this Agreement as if set forth herein in full. In case of a conflict or inconsistency between the provisions of the Solicitation and the Bid, on the one hand, and this Agreement, on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency.

2. The Vendor, in consideration of the execution and delivery of this Agreement, agrees to provide the Goods, as more fully described in Solicitation.

3. Compensation.

(a) The CRDA will make payment to the Vendor for Goods provided and accepted by the CRDA at the rates and/or the purchase price set forth on the Bid.

(b) Vendor shall not charge and CRDA shall not be obligated to pay any additional fees or expenses, other than those set forth on the Bid Sheet for the purchase of the Goods described in this Agreement.

(c) The CRDA shall not be obligated or liable under this Agreement to any party, other than the Vendor, for the payment of any monies or the provision of any goods. The Vendor shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 11 hereof in the event of any such claim.

(d) The CRDA shall remit payment to the Vendor within forty-five (45) days of the receipt of the Vendor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement. The Vendor acknowledges that CRDA is exempt from state sales tax. As a result, Vendor shall not include sales tax on an invoice submitted to CRDA.

(e) If the contract term spans more than one fiscal year, the CRDA's obligation to make payment beyond the current fiscal year is contingent upon the governing body appropriation and availability of funds.

4. The Vendor shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Vendor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

5. The Vendor represents and warrants, on behalf of itself and its employees, that:

(a) the Vendor and any employees, representative or agents of Vendor delivering goods or commodities hereunder, have, where applicable, all valid licenses required for performing under this Agreement and will keep such licenses in effect for the duration of this Agreement. Vendor shall provide evidence of such licenses to CRDA upon request, and will notify CRDA within two (2) business days of any suspension or revocation of any such license.

(b) the Goods and the Vendor's delivery thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including the CRDA, having jurisdiction to impose such requirements; and

(c) it and they have the legal authority to enter into this Agreement.

(d) (i) execution of this Agreement and performance hereunder will not violate any obligation to or rights of others including but not limited to, intellectual property rights such as patent, trademark, trade secret and copyright, under agreement or otherwise, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or

prohibit the relationship with the CRDA provided for herein.

(e) There is no action, suit or proceeding at law or in equity or by an governmental instrumentality or other agency now pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor that, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as contemplated under this Agreement, or to perform its obligations under this Agreement, or would materially adversely affect its financial condition, except those previously disclosed to the CRDA.

(f) The bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The Vendor shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 11 hereof in the event of any such claim.

6. CRDA and Vendor agree that CRDA may execute contracts with other vendors for the same goods described herein.

7. The CRDA represents and warrants that it has the authority to enter into, and will reasonably cooperate with the Vendor in accordance with the terms and conditions of, this Agreement.

8. (a) The Vendor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Vendor. The Vendor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the CRDA prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

(b) The Vendor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the CRDA any cash or non-cash gratuity or payment with view toward securing any business from the CRDA or influencing such person with respect to the conditions, or performance of any agreements with or orders from the CRDA, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the CRDA and the Vendor.

(c) Should a conflict of interest issue arise, the Vendor agrees to fully cooperate in any inquiry and to provide the CRDA or its designee with all documents or other information reasonably necessary to enable the CRDA or its designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the CRDA may have.

9. Vendor shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify CRDA with respect this Agreement or

any Parties' duties or benefits hereunder without prior written consent of the CRDA, which may be withheld in its sole discretions

10. By signing this Agreement, the Vendor certifies that the Vendor and any of its principals (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, and (b) have not, within a five-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government agreement or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

11. The Vendor will indemnify, defend and hold the CRDA, and its officers, employees and members (collectively, the "Indemnitee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") arising out of or relating to the Vendor's act, failure to act, or omission in its performance its obligations hereunder. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses.

12. Provisions of this Agreement may be waived by the CRDA only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The CRDA's approval, acceptance use or payment for any part of the Vendor's Goods shall not in any way alter the Vendor's obligations, nor waive any of the CRDA's rights, under this Agreement.

13. The initial term of this Agreement shall commence on January 1, 2019 and shall expire _____ year(s) from such date, or earlier terminated as provided herein (the "Termination Date"), provided however, that the Agreement shall remain in full force and effect for any supplies ordered by CRDA prior to the Termination Date ("Post Termination Services"). CRDA may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the vendor. Vendor shall be paid for orders submitted by the CRDA until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of CRDA's acceptance of such supplies.

14. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Vendor without the prior written consent of the CRDA.

15. All notices under this Agreement must be in writing and shall be delivered to the Party to which the notice is being served by: (a) certified or registered mail, return receipt requested, or (b) overnight courier service addressed to the Parties at their respective address set forth above.

16. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

17. Subsequent to the award of this Agreement, the Vendor merges with or is acquired by another firm, the successor entity shall submit the following documents to the CRDA: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; and (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to the CRDA within thirty (30) days of the completion of the merger or acquisition. Failure to do so may result in termination of this Agreement in accordance with the terms herewith.

18. This Agreement, together with the Solicitation and the Bid, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties and approved as required by New Jersey law and CRDA policy. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written.

Witness:

**CASINO REINVESTMENT DEVELOPMENT
AUTHORITY**

By: _____

By: _____

Name: _____

Name: Matthew J. Doherty

Title: _____

Title: Executive Director

Approved as to form by the CRDA Law Department

[Contractor: Complete and sign below]

Witness:

(Name of Contractor)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit “1”
(goods to be purchased)

Exhibit “2”
(solicitation)

Exhibit "3"
(Vendor's Bid)

Submittal 3

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector client during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation(s)

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status or Disposition (if applicable)	Bidder Contact Name and Telephone for additional information

Submittal 4
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)
NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S SUBMISSION. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

BID TITLE: _____

BID OPENING DATE: _____

BIDDER'S NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR BID.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDER'S THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to the CRDA for approval, in advance of any such engagement.

Authorized Signatory for Bidder

Title

Date

Submittal 5
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)
SUBCONTRACTOR UTILIZATION FORM

INSTRUCTIONS

Any respondent intending to subcontract any parts of a contract with the CRDA must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Plan**.

Bidders are instructed to list **all** proposed subcontractors on the Plan. Any bidder intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Plan may be subject to rejection of its bid as non-responsive.

IF BIDDER INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.

BID TITLE: _____

BID OPENING DATE: _____

BIDDER NAME & ADDRESS:

BIDDER CONTACT PERSON & PHONE:

Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists.

Subcontractor's Name, Address, Telephone and Vendor ID Number	Type(s) of Goods or Services to be Provided	Estimated Value of Subcontract(s)

I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Plan, in writing, if the award is granted to my firm, and shall make all documentation available to the CRDA upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the CRDA will rely on the truth of the information in awarding the contract.

 Authorized signatory for Bidder

 Title

 Date

Submittal 6
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, promotion, 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

PLEASE CHECK THE APPROPRIATE BOX:

- I HAVE A CURRENT NJ AFFIRMATIVE ACTION CERTIFICATE (PLEASE ATTACH A COPY TO YOUR BID)**
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR BID)**
- I HAVE COMPLETED AND ENCLOSED THE FORM AA302 INITIAL PROJECT WORKFORCE REPORT**

Submittal 7

**POLITICAL CONTRIBUTIONS DISCLOSURE FORM
(POSTED WITH THIS SOLICITATION)**

Submittal 8
NON-COLLUSION AFFIDAVIT FORM

STATE OF _____)
)
 : SS:
COUNTY OF _____)

I, _____,
of the City of _____,
in the County of _____,
and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am (Title) _____
of the firm of (bidder) _____

making a bid in response to the Casino Reinvestment Development Authority's Solicitation of Bids for Landscaping Hardscape Materials as needed, and that I executed said bid with full authority so to do; that the said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competition, in connection with the said Solicitation; and that all statements contained in the said bid and in this Affidavit are true and correct, and made with full knowledge that the Casino Reinvestment Development Authority relies upon the truth of the statements contained in the said Bid, in this Affidavit and in any statements requested by the Casino Reinvestment Development Authority showing evidence of qualifications in awarding a contract based upon said Solicitation.

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

Authorized Signature

SWORN and SUBSCRIBED to me this
____ day of _____, 2019.

NOTARY PUBLIC

COMMISSION EXPIRES

**Submittal 9
Bid Form**

Having carefully read and examined the Solicitation, the undersigned bidder hereby agrees to furnish all of the goods specified in Section 2 at the following rates:

Important: *Bidders are reminded not to mark-up, or alter any of the following pages. Any alterations will result in rejection of bid for the altered category.*

Category One (1): Mulch

Mulch:

Quantity (*Quantity pricing to be based on per cubic yard*)

Cubic Yard Price:

0 – 3,200 Black Dyed Mulch

\$_____.

Total Category One (1) (your bid)

\$_____.

Delivery Fee, Flat Rate:

\$_____.

Minimal Shipping Requirements per Order (Mixed):

Category Two (2), Top Soil

Soil:

Quantity (*Quantity pricing to be based on per cubic yard*)

Cubic Yard Price:

0 – 1000 Screened Top Soil - High Organic

\$_____.

Delivery Fee, Flat Rate:

\$_____.

Minimal Shipping Requirements per Order:

Category Three (3), Fill Dirt

Fill Dirt:

Quantity (*Quantity pricing to be based on per cubic yard*)

Cubic Yard Price:

0 – 1,000 Clean Fill Dirt

\$_____.

Delivery Fee, Flat Rate:

\$_____.

Minimal Shipping Requirements per Order: _____

Category Four (4). White Mason Sand

White Mason Sand:

Quantity (*Quantity pricing to be based on per ton*)

Price Per Ton:

0 – 200 White Mason Sand

\$ _____.

Delivery Fee, Flat Rate:

\$ _____.

Minimal Shipping Requirements per Order: _____

Category Five (5). 3/4" Gray Trap Rock

3/4" Gray Trap Rock:

Quantity (*Quantity pricing to be based on per ton*)

Price Per Ton:

0 – 1,000 3/4" Gray Trap Rock

\$ _____.

Delivery Fee, Flat Rate:

\$ _____.

Minimal Shipping Requirements per Order: _____

Category Six (6). Pennsylvania Mushroom Compost Material

Pennsylvania Mushroom Compost:

Quantity (Full truckload – 60 cubic yards)

Full Truck Load Price:

Cubic Yard Cost

\$ _____.

0 – 60 CY Full Truck Load: Pennsylvania Mushroom Compost Material

\$ _____.

Delivery Fee, Flat Rate:

\$ _____.

Category Seven (7). Turf Grass Top Dress Material

Turf Grass Top Dress Material:

Quantity (*Quantity pricing to be based on per cubic yard*)

Cubic Yard Price:

20– 60 cubic yards

Turf Grass Top

Delivery Fee, Flat Rate:

\$_____.

Minimal Shipping Requirements per Order:

\$_____.

Category Eight (8), Small Clam Shells

Clam Shells:

Quantity (Full Truck load – 20 Cubic Yards)

Full Truck Load Price:

Per Cubic Yard

\$_____.

0 – 1000 CY Full Truck Load: Small Clean Clam Shells

\$_____.

Category Nine (9), Crushed Concrete

Crushed Concrete:

Quantity (Full Truck load – 25 Ton)

Price Per Ton:

Per Ton

\$_____.

0 – 1,000 Full Truck Load: Crushed Concrete

\$_____.

Category Ten (10), #10 Screened Very Fine Stone

#10 Screened Very Fine Stone:

Quantity (Full Truck load – 25 Ton)

Price Per Ton:

Per Ton

\$_____.

0 – 1,000 Full Truck Load: #10 Screened Very Fine Stone

\$_____.

Delivery shall be within five (5) working days from receipt of purchase order.

OR

Other (Please Specify) _____ Working Days

Additional Terms and Conditions pertaining to the Contractor's compensation:

1. The foregoing list is not exclusive; the CRDA and the successful respondent may agree in writing to amend or augment the products set forth above not to exceed 10% of contract total.
2. The CRDA is a tax exempt organization. Therefore, bidders shall not include sales tax in their bids.
3. In the event that delivery of goods is not made within the number of days stipulated or under any schedule defined in the Solicitation, CRDA reserves the right to obtain the goods from any available source, the difference in price, if any, to be paid by the vendor failing to meet its commitments.
4. Unless otherwise noted on the Bid form, all prices for items are to be submitted F.O.B. destination. Bids submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the CRDA.

NAME OF BIDDER

Dated: _____ BY: _____
TITLE: _____

Submittal 10

CASINO REINVESTMENT DEVELOPMENT AUTHORITY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL/BID NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division OF Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal/bid non-responsive. If the CRDA finds a person or entity to be in violation of law, CRDA 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.

PLEASE CHECK THE APPROPRIATE STATEMENT:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal/bid being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to bidder: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any Submittals thereto to the best of my knowledge are true and complete. I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Casino Reinvestment Development Authority (CRDA) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CRDA to notify the CRDA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CRDA and that the CRDA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date: