

PROVIDING JANITORIAL SERVICES AT
THE AUTHORITY ADMINISTRATION AND
OPERATIONS FACILITY



May 3, 2024

ATLANTIC CITY MUNICIPAL UTILITIES
AUTHORITY

401 North Virginia Avenue
Atlantic City, New Jersey 08401

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

ADVERTISEMENT

SEALED BIDS for furnishing all labor, tools, equipment of every description, all materials and supplies except those supplied by the Atlantic City Municipal Utilities Authority and furnishing whatever else is necessary for PROVIDING JANITORIAL SERVICES AT THE AUTHORITY ADMINISTRATION AND OPERATIONS FACILITY, 401 N. Virginia Avenue, Atlantic City, NJ, and such related work as is specifically described and in strict accordance with specifications for said work adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on March 22, 2024, will be received when called for by the Purchasing Board of said Authority at a meeting to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, on Tuesday, May 3, 2024 at 10:00 A.M.. prevailing time, at which place and time the sealed proposals will be publicly opened and read.

Each bid must be accompanied by a certified or cashier's check drawn upon a national or state bank or trust company, payable to the Atlantic City Municipal Utilities Authority in the amount of TWO HUNDRED DOLLARS (\$200.00); or a bid bond for the same amount.

All proposals must be submitted on the Proposal Form approved and adopted as aforesaid or on an exact replica as to wording and punctuation. Copies of such Proposal Form and of the Advertisement, Instructions to Bidders, Specifications and Plans may be obtained from the office of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, for a nonrefundable fee of TEN DOLLARS (\$10.00) per set.

Bids may be mailed or delivered to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Post Office Box 117, Atlantic City, NJ 08404, or presented to the purchasing Board of the said Authority in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the time of calling for proposals.

The Board of Directors of the Atlantic City Municipal Utilities Authority reserves the right to reject any and all bids if it deems it in the public interest to do so.

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

Cliff Keen

Deputy Executive Director Operations

INSTRUCTIONS TO BIDDERS

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
INSTRUCTIONS TO BIDDERS**

Sealed bids or proposals for PROVIDING JANITORIAL SERVICES AT THE AUTHORITY ADMINISTRATION AND OPERATIONS FACILITY, 401 N. Virginia Avenue, Atlantic City, NJ, submitted on the Proposal Form attached hereto, as specifically set forth in the annexed specifications, will be received by the Purchasing Board at the meeting of the said Board to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the hour of 10:00 A.M. prevailing time, Tuesday, May 3, 2024, and immediately thereafter at said time and place the bids will be publicly opened and read and the award of the contract, if awarded, will be made by Resolution by the Board of Directors as soon thereafter as practicable.

METHOD OF SUBMITTING BIDS

Bids may be hand delivered to the Authority office or forwarded by United States Mail. The Authority disclaims any responsibility for bids forwarded by U.S. Mail and received beyond the bid opening deadline. Bids received beyond the bid opening deadline will be returned unopened to the return address shown on the bid envelope. Bids may be delivered at the time of the bid opening, when called for.

RESERVATIONS OF THE BOARD OF DIRECTORS

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

Vendors may submit bids for each location however, the Authority will select separate firms for each location from the lowest qualified bids. In such case that the Authority receives only one qualified bid, the Authority may award both locations to said vendor.

Any changes, alterations or corrections on the Proposal Form must be initialed by the bidder. The Atlantic City Municipal Utilities Authority shall award or reject all bids within sixty (60) days after receipt and opening of bids.

The Board of Directors, through the action of the Executive Director of the Atlantic City Municipal Utilities Authority, reserves the right at any time prior to the above cited time for the receipt of bids, to postpone the time for receipt of the bids or to amend the Specification, Plan(s) or Proposal Form in the interest of the Atlantic City Municipal Utilities Authority.

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

The person or persons or body corporate to whom the contract will be awarded will further be required to execute and deliver the contract and the certificates of insurance in the form approved by the Authority Solicitor, to the Executive Director of the Atlantic City Municipal Utilities Authority at his office, located at 401 N. Virginia Avenue, Atlantic City, NJ, within ten (10) days from the date of the service of a notice to the effect that the contract has been awarded; and in case of failure or neglect to do so, he (they or it) may be declared by the Board of Directors to have abandoned the contract and in default to the Authority to the amount of the certified or cashier's check or bid bond accompanying the bid; as herein provided, same to be forfeited to and retained by the Authority as liquidated damages for such neglect or refusal, and thereupon the work may be re-advertised and re-let and so on until the contract be accepted and executed; but if said bidder shall execute and deliver the contract in the manner and within the time above specified, the amount of this deposit will be returned at the time of such delivery.

BID SECURITY

No Proposal will be received or considered unless accompanied by a certified or cashier's check upon a national or state bank or trust company, drawn to the order of the Atlantic City Municipal Utilities Authority, in the sum of TWO HUNDRED DOLLARS (\$200.00), or a bid bond in the same amount, which check or bid must not be enclosed in the sealed envelope containing the Proposal, but must be attached to the outside thereof in such manner as to be easily inspected and in case such shall be found to be defective such Proposal shall not be received and opened. All such deposits except that of the three lowest responsible bidders shall be returned to the respective bidders by the Executive Director within ten (10) days from the opening of bids. The bid deposit of the three lowest bidders will be returned by the Executive Director within three (3) days, Sundays and holidays excepted, after award of the contract.

CONTRACTOR'S RESPONSIBILITY

The contractor is to verify all existing conditions at the location of the work and the lump sum price bid is to include and cover all facets of this cleaning contract, notwithstanding that every item necessarily involved may not be particularly mentioned in the Plans and Specifications.

PUBLIC WATER SUPPLY FACILITY SECURITY

The Authority, in accordance with directions promulgated by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency has implemented a revised security policy and procedure for all authority personnel, contract services, and regulatory agencies accessing Authority owned public water supply facilities. The Authority in this regard will require the successful bidder to comply with the following procedures:

a. All personnel and vehicles wishing to access any Authority facility shall register their employees and vehicles at the Authority operating facility responsible for the maintenance of the said facility to be accessed. The Authority will require evidence of the ownership and/or leasing of vehicles by contractors, the personnel assigned to continuous work tasks for a period in excess of two weeks, shall submit appropriate identification including but not limited to valid drivers license, photo I.D. drivers license, to the Authority representative recording their presence on Authority facilities. The Authority will issue a "contractor" visitor identification card which is to be worn by the individual the entire time the individual is at Authority owned facilities.

All secure access gates on the Authority owned facilities shall be monitored with access being provided by Authority representatives only. The practice of additional locking devices shall be heretofore discontinued and Authority representatives shall provide admittance to facilities following verification that the individuals and vehicles have been properly recorded by the appropriate Authority operating facility.

The contractor's failure to comply with this provision may result in stop work order or criminal charges being made by the Authority against individuals for failure to comply with Authority security policies.

NEW JERSEY STATE SALES TAX

Bidders are advised that the Atlantic City Municipal Utilities Authority is exempted from the New Jersey Sales and Use Tax Act under Section 9(a), (2) and (3) of the Act and will furnish the contractor with "Contractor's Exempt Purchase Certificate" forms after the contract is awarded.

LAWS AND PERMITS

The contractor will be responsible that he and his employees strictly observe the laws of the United States, the State of New Jersey, County Regulations, and Ordinances of the City of Atlantic City affecting operations under this contract. Permits of the City of Atlantic City are required where applicable.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used by the contractor in performing the work required hereunder as provided by R.S. 40:11-18.

PENALTIES

In case the contractor shall fail to complete the work hereunder within the time limit herein fixed, he shall and will pay to the Authority:

FIRST: The amount or amounts of wages paid by the Authority to any inspector or inspectors necessarily employed on the work after such time limit has expired.

SECOND: The sum of Two Hundred Dollars (\$200.00) for each and every working day the time consumed in the performance and the completion of the work may exceed the time herein allowed for the purposes.

It is agreed by both parties hereto that said amounts and sums above mentioned shall be deemed and taken in all courts to be liquidated and admitted damages for the nonperformance of the work within the time limit hereinafter set forth and not as a penalty.

The Executive Director shall determine and certify the amounts and sums thus claimed by the Authority as such liquidated damages to the Board of Directors, who shall deduct and retain the same out of any moneys due or become due the contractor under this contract.

UNIT PRICE BIDDING - QUANTITY AND DELIVERY

The quantities cited under the items in the Proposal Form for unit price bidding, though stated with as much accuracy as possible in advance, are approximations only. Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the accuracy of the quantities and shall not after submission of the proposal dispute or complain of such statements or estimates; or assert there was any misunderstanding in regard to the nature or amount of the work to be done.

The Authority reserves the right to vary the amount of work to be done, without limitation and no extra compensation, beyond the amount payable for the several classes of work which shall be ordered by the Authority to be done and which shall be actually performed by the contractor at the prices therefore to be specified by the successful bidder shall be due and payable for the entire work.

Should the quantities of the work actually performed amount to more or less than that mentioned in the estimate the contractor will not be entitled to any claim for damages by reason of such variance, but it will entitle both parties of the contract to an equitable adjustment of the time fixed by the contractor for the completion of the work, such adjustment to be based upon the relation between the cost of the work as per the estimate and the cost of the work actually done.

PLANS, SPECIFICATIONS AND EXISTING CONDITIONS

Before submitting his/her proposal the bidder shall be familiar with the plans, specifications, instructions to bidders, advertisement and proposal form, all of which documents will form part of the contract. He shall have investigated in detail the sites of the project and shall make such examination thereof as may be necessary to satisfy himself in regard to the character and amount of the work involved. He shall have satisfied himself also that he can secure the necessary labor and equipment and that the materials he proposes to furnish and use will comply with the requirements thereof and can be obtained by him in the quantities and at the time required.

The work shall be performed in accordance with the requirements of the specifications and other contract documents. Should any work be required which is not denoted in the specifications

because of an obvious omission, but which is nevertheless necessary for the performance of the contract, such work shall be performed as fully as if it were described and delineated. It is the obligation of the contractor to have ascertained for himself before submitting his proposal or bid all the facts concerning conditions to be found at the location of the work, including all physical characteristics above, on and below the surface of the ground to fully read the specifications, to consider fully these and all other matters which can in any way effect the work under this contract and to make necessary investigations relating thereto and he agrees to this obligation in signing the contract. The Authority assumes no responsibility whatsoever with respect to ascertaining for the contractor, who agrees that he will make no claim and has no right to additional payment or extension of time for completion of the work or any other consideration because of any misinterpretation or misunderstanding on his part of this contract because of any failure on his part to fully acquaint himself with all conditions relating to the work. The contractor is to provide all new materials, tools, cleaning supplies, machinery, and labor to fully and in a thoroughly workmanlike manner complete the work shown on the plans and in accordance with these specifications.

OTHER CONTRACTORS

The contractor's attention is particularly called to this section of the specifications. During the performance of the work of this contract other contractors of the Authority and agencies or contractor or other utility companies may be performing with simultaneously. This contractor must cooperate and proceed with the utmost harmony with the work by others in order to expeditiously, efficiently and progressively complete the Authority's overall project.

EXCEPTIONS TO SPECIFICATIONS

If the bidder's specifications for furnishing products or equipment are in any respect not the equivalent of the detailed Authority specifications, this discrepancy must specifically be called to the attention of the Authority in the bidder's proposal.

PROTECTION OF WORK AND PROPERTY

The contractor shall be responsible to protect and save harmless public and private property or utilities.

The contractor shall at all times safely guard the owner's property and that of adjacent property from injury or loss in connection with this contract. He shall at all times safely guard, employing watchmen to the extent necessary and protect his own work and materials and that of the adjacent property.

The contractor shall provide sufficient watchmen, provide lights and take all other precautions, including any which may be ordered by the Executive Director, which may be necessary for the safety of the public and protection of the work.

FINAL CLEARING UP

Before final acceptance of the work the contractor shall remove all equipment, temporary work, new and useless materials and rubbish, and leave the site of the work in a clean, orderly and sanitary manner.

INSURANCES

The successful bidder (contractor) shall be required to submit satisfactory evidence and during the course of the work herein contemplated maintain such insurance in a responsible insurance company authorized to do business in the State of New Jersey and shall fully and adequately protect the Authority against all damage claims and specifically shall carry Workers Compensation Insurance coverage in compliance with the Statutes of the State of New Jersey in such case made and provided; Employer's Liability Insurance with minimum limits of \$100,000;

and Public Liability Insurance in limits of not less than \$1,000,000 for personal injuries and death, and \$1,000,000 for property damage, insuring the bidder (contractor) as well as the Atlantic City Municipal Utilities Authority as an additional assured and providing further that such liability insurance coverage shall be considered as primary and not as excess insurance.

CONTRACTOR'S LICENSE

A contractor's license, issued by the City of Atlantic City, is required of all subcontractors working within the limits of Atlantic City. All bidders are required to meet the Contractor's Licensing Regulations indicated in Ordinance No. 29 of 1977 of the City of Atlantic City. Information and application procedures can be obtained from the Bureau of Investigations and Inspections, City Hall, Atlantic City, NJ 08401 (Phone: 609-347-5660). Subcontractors employed by the contractor are also required to meet these regulations.

CONTRACT TIME

The contract shall run from June 1, 2024 through May 31, 2026, and may be renewed for one (2) additional years, by mutual agreement of both parties, provided there is no price change.

AFFIRMATIVE ACTION EMPLOYEE REPORT COMPLIANCE

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

Cliff Keen
Deputy Executive Director Operations

GENERAL REQUIREMENTS



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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

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

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

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



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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

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

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

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

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



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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



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

Atlantic City Municipal Utilities Authority

RESOLUTION

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

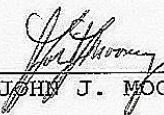
- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

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

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

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

Upon motion this Resolution was ADOPTED as Read.



JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY

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

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national

origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

**Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report**

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Company: _____

Name of Highest Official: _____

Title: _____

Signature: _____

SCHEDULE OF MINORITY CONTRACTOR AND/OR SUPPLIERS

THIS FORM IS TO BE COMPLETED BY BIDDERS

Name of Minority Business Firms And Agent's Name	Specify type of Work to be Done	Dollar Amount of Participation (Minimum of 10% Of Total Amount
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The Atlantic City Municipal Utilities Authority requires that:

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

BIDDERS SIGNATURE: _____ DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)

(Date)

(Name and Title of Signer – Please Type)

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

AFFIRMITIVE ACTION EMPLOYEE INFORMATION REPORT

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

Bidders Signature

Print or Type Name

TECHNICAL SPECIFICATIONS

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY-WATER DEPARTMENT
DETAIL SPECIFICATIONS**

**PROVIDE JANITORIAL SERVICES AT ADMINISTRATION AND
OPERATIONS FACILITY**

General Requirements

1. Contractor's Office - the contractor shall provide accurate up to date information on their business address, phone number, and any other available information such as a fax number or e-mail address. A 24 hr. contact phone number must also be provided.

Work Schedule for Work Included in this Contract

2. The Authority will require the contractor to schedule employees who will be performing the work included in this contract to commence no earlier than 4:30 p.m. on normal working days, Monday through Friday of each week, and that no work included in this contract shall continue beyond 8:00 p.m. of the said day.

Observance of Laws and Ordinances

3. The contractor shall be responsible and he, she and their employees will strictly observe all Federal and State of New Jersey Statutes, Atlantic County Regulations and Ordinances of the City of Atlantic City applicable to the performance of the work under the contract.

Permits and Licenses

4. The contractor shall procure all licenses and permits required in the fulfillment of the contract at his/her sole expense.

Description

5. The work to be done in accordance with these Specifications consists of the routine cleaning of the following areas within the Authority Administration Operations Facility, including but not limited to the lobby area, all office areas on the first and second floor, all rest rooms, meeting rooms, stairway hall, stairway, Distribution lunchroom/kitchen and Administrative Offices lunchroom/kitchen area. The said cleaning of each of the said areas shall consist of a daily

general cleaning schedule, a weekly general cleaning schedule, and a monthly and bi-monthly tile floor stripping and waxing and carpet shampooing and cleaning functions. The Authority Administrative Operations Facility is located at 401 N. Virginia Avenue, Atlantic City, NJ. The said Facility is a secure Administrative Operations Facility, with twenty-four (24) hour operations, and coverage seven (7) days a week, including weekends and holidays.

Work Included

6. The contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services and other means of construction necessary or proper for performing and completing the work. The contractor shall further obtain and pay for all required permits, and shall perform and complete the work in a manner best calculated to promote rapid construction consistent with safety of life and property to the satisfaction of the Authority, and in strict accordance with the contract documents. The contractor shall clean up the work and maintain it during and after construction until accepted, and shall do all work and pay all costs incidental thereto. He shall repair and/or restore all structures and property that may be damaged or disturbed during performance of the work.

The contractor shall provide and maintain such tools, cleaning supplies and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this contract. Only equipment of established reputation and proven efficiency shall be used. The contractor shall be solely responsible for the adequacy of his cleaning supplies and equipment.

The contractor shall at all times in performance of the work employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of Authority facilities. The contractor shall at all times in the performance of the work avoid unnecessary interference with, or interruption of, public utility services and shall cooperate fully with the owners thereof to that end.

General Cleaning Daily Schedule

7a. All carpeted area and rugs shall be vacuumed in accordance with the provisions of this specification, including the moving of light furniture to complete the vacuuming of carpeted areas in each of the rooms at this facility.

b. The carpets shall be spot cleaned where necessary and/or entire areas, when necessary.

c. The tile and linoleum floors shall be washed and buff shined as necessary.

d. All trash receptacles shall be emptied of trash, the receptacles cleaned, and receptacle

liners shall be replaced as needed on a daily basis.

e. The recycle containers in each office shall be emptied, along with the recycle containers in the kitchens and restrooms. Said recycle material shall be separated and deposited in proper recycling containers at the facility.

f. The three (3) kitchen areas: 1) First floor Administrative staff kitchen, 2) Second floor coffee station and sink area, and 3) Distribution Maintenance lunchroom kitchen area shall be cleaned daily, including sink, microwave ovens, countertops, tables, coffee machines, fronts of all cabinets (as necessary) and floors.

g. All tile walls in the vestibule, rest rooms and other areas containing tile walls shall be wiped clean on a daily basis.

h. All doors shall have finger marks removed from doors, door panels, door jams, light fixtures, glass doors, partitions, etc., including brass door handles, railings, etc.

i. Bathroom areas shall have all bathroom walls cleaned, all bathroom fixtures including shower stalls wiped down clean, sanitized with approved disinfectant, floor areas shall be wet mopped with appropriate cleaning detergent, all trash receptacles emptied.

j. All bathroom area paper good containers, hand towels, toilet paper, etc., shall be filled on a daily basis.

l. The coffee areas at each of the three kitchen areas, Administrative kitchen first floor, second floor kitchen area, and Distribution lunchroom kitchen area shall be wiped down to remove coffee stains, etc.

m. All accessible desk tops shall be dusted daily, walls, windows to exterior and doorway, window sills in each perimeter office be dusted and cleaned daily.

n. Wet mop cleaning tile floor area and wiping down stairwell railings, etc. in **fire stairwell in Administrative area of facility**.

o. The elevator car shall be vacuumed, walls wiped down with cleaner, ceiling light fixture wiped and cleaned.

p. The female employee lounge located in the bathroom on the second floor, windows, window sills, furniture, walls, ashtray, etc. shall be cleaned and wiped down as necessary.

q. All windows to be closed and secured with latch.

r. Security Room in garage area, floor area shall be wet mopped with appropriate cleaning detergent, desk area wiped down, window sills cleaned.

General Cleaning Weekly Schedule

8a. Dust and damp wipe all furniture, fixtures, file cabinets, desk, equipment, office machines, telephones, etc.

b. Dust and damp wipe window sills, frames, trims, baseboards, blinds, louvers and ceiling.

c. Dust and sanitize telephones.

d. Dust picture frames, charts, graphs, and similar wall hangings, fans and light fixtures.

e. Sanitize water coolers and clean drip trays.

f. Vacuum all upholstered furniture.

g. Drinking fountains located in the lobby area, Distribution maintenance area, shall be sanitized and coolers cleaned.

Monthly Cleaning Schedule

9a. The tile floor in the public space consisting of Distribution lunchroom area, Distribution hallway area, lobby area with tile flooring, offices with tile flooring, Administrative kitchen with tile flooring, shall be cleaned, stripped and re-waxed and buffed on a monthly basis.

b. The lobby area carpeted floors on the first floor shall be shampooed and cleaned once per month.

c. Wet mop cleaning tile floor and wiping down stairwell railings, etc. in fire stairwells from Upper Storage to the first floor, including the first floor landing, etc., railings, risers, dusting and wiping down wall area, etc.

d. Security Room in garage area. Tile flooring shall be cleaned, stripped and re-waxed and buffed on a monthly basis. Windows in all four (4) walls and door shall be washed and cleaned monthly, inside and outside surfaces both to be included.

e. The ceramic tile floor in the lobby area will be stripped and waxed monthly.

Bi-Monthly Cleaning Schedule

10a. The second floor carpeted areas shall be shampooed and cleaned on a bi-monthly schedule, including all offices work stations, secretarial complex, hallways, file room, meeting rooms, map rooms and closet areas.

b. All bathroom floors and associated wall tile shall be cleaned to return all grout and floor tile to its original color. **All bathroom wall tiles shall be cleaned and floors scrubbed on a bi-monthly basis.**

Semi-Annually Cleaning Schedule

11a. Administrative and Operations area of the building shall have the interior and exterior window surfaces washed and cleaned semi-annually (two (2) times per year).

b. All ceiling air conditioning/heating vents and wall units shall be disinfected, wiped down, and cleaned of all dust, dirt and mold.

Center for Disease Control COVID-19 Guidelines for Cleaning & Disinfecting

12a. It is recommended that the CDC's Guidelines for Cleaning and Disinfecting be followed for all of the ACMUA's Janitorial Service Contractors and that they are capable of not just cleaning but disinfecting by following those guidelines.

b. The CDC only recommends use of the Environmental Protection Agency's List N Disinfectants. Disinfection using EPA List N: Disinfectants for Coronavirus (COVID-19)

c. To see what disinfectants are on the EPA N List you may click on the link and enter the products names. Contractors must use disinfectants that are EPA APPROVED DISINFECTANTS.

<https://www.epa.gov/pesticide-registration/list-n-disinfectants-coronavirus-covid-19>

d. Disinfection of the Administrative building and Distribution area will be on an as needed basis.

CDC's Recommended Routine to follow:

1. First, clean the surface or object with soap and water.
2. Then, disinfect using an EPA APPROVED DISINFECTANT to wipe down surfaces.

CDC'S Recommended Area surfaces that are frequently touched are essential to be sanitized.

INCLUDE ALL:

- Tables
- Doorknobs,
- Light switches
- Countertops
- Handles of all types inside and outside
- Toilets, seats handles stall locks and opening handles.
- Faucets and sink – surfaces, and handles
- Elevators panels inside, outside and railings
- Stairwells and railings
- Time Clocks and Swipe Pads
- Lunch Areas Surfaces of Cabinets and Sinks
- Microwaves, Refrigerators, Counters, Drawers
- File Cabinets outer surfaces
- Locker room surfaces/Locker Doors and Handles

Materials and Equipment

13a. All materials, appliances and types of equipment proposed to be used in the work and included in these specifications shall be in accordance with the specifications and shall, in no event, be less than that necessary to conform to the requirements of all applicable laws, ordinances and codes.

b. The quality of workmanship and materials entering into the work under this contract shall conform to the requirements of the pertinent sections, clauses, paragraphs and sentences, both directly and indirectly applicable thereto, in that part of the Specifications headed "Detailed Specifications," whether or not direct reference to such occurs in the contract items.

c. The following is a listing of cleaning products which may be used in the performance of the work included in this contract.

1. Butchers Speedball Power Cleaner Spray and Wipe Cleaner, or an approved equal
2. National Chemical Laboratories Non-Acid Disinfectant Bathroom Cleaner, or an approved equal
3. Self-Soap Hand Soap for dispensers, or an approved equal
4. Windex Glass Cleaner with Ammonia D, or an approved equal
5. Formula 409 Glass and Surface Cleaner, or an approved equal
6. Goddards Brass and Copper Polish, or an approved equal
7. Mr. Kleen Finish Floor Cleaner, industrial strength, or an approved equal
8. Spartan Tough Duty Industrial Strength All Purpose Cleaner and Degreaser, or an approved equal
9. Lysol Disinfectant Anti-Bacterial Kitchen Cleaner, or an approved equal
10. Pledge Lemon Wax for industrial and commercial use, or an approved equal

d. All of the above listed cleaning items (12c) shall be supplied by the contractor and shall be included in the monthly or bi-monthly pricing for each of the work tasks included in the respective bid items.

e. The Authority will supply the paper goods to be consumed in the use of various facilities included in this contract as follows:

1. Toilet paper
2. Hand towels
3. Neat seat toilet seat covers
4. Trash bags for wastebaskets
5. Trash bags for office trash

Manufacturer

14a. The names of proposed manufacturers, materialmen, suppliers and dealers who are to furnish materials, equipment, appliances and supplies or other fittings shall be submitted to the Authority for approval, as early as possible, to afford proper investigation and checking.

b. All transactions with the manufacturers or subcontractors shall be through the contractor, unless the contractor shall request in writing to the Authority that the manufacturer or subcontractor deal directly with the Authority. Any such transactions shall not in any way release the contractor from his full responsibility under this contract.

c. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

Equipment to be Supplied by the Contractor

15. The equipment to be supplied by the contractor shall include, but not be limited to, the following:

- a. Commercial vacuuming machines
- b. Commercial grade carpet shampooing equipment
- c. Floor wax stripping and buffing machinery and equipment
- d. All mops, buckets, bucket attachment for wringing mop, etc., and any other

equipment not specifically identified but required to complete performance of the cleaning work tasks detailed in these specifications

Equipment and Supply Storage Area

16. The Authority will make available one (1) room, approx. 4' wide by 10' long for storing mops, buckets, cleaning supplies, and other tools and equipment used in the performance of the work included in this contract. The room will be located in the Administrative area on the first floor of the Administrative facility. The room shall be cleaned in accordance with the weekly schedule.

Accident Prevention

17. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, building and construction codes including, but not limited to, the United States Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), shall be observed. The U.S. Department of Labor Safety and Health Regulations shall be complied with except where State and local safety standards exceed the Federal requirements and except where State safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act.

First Aid

18. The contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when employees are on the work site.

Contractor Proof of Insurance

19. The contractor shall furnish the Authority with a Certificate of Insurance for the protection of Authority equipment and facilities from losses which may be incurred as a result of negligence, theft, or other acts resulting in the loss of physical plant equipment, supplies, or revenues.

Existing Facilities

20. The work shall be scheduled and conducted in a manner that will cause the least destruction to the operation of the existing facilities. The contractor is advised that the current business hours for the Administrative Operations facility are 8 am to 4:30 pm, and that no cleaning operations shall be pursued during the normal hours of operation for the Administrative facility.

Or Equal Clauses

21. Wherever a particular brand, make of material, device or equipment is shown or specified herein, another equal brand, make of material, device or equipment may be used, if approved in writing by the Executive Director or his duly authorized representative.

Payment On the Basis of Classification of Work

22. Payment for the work shall be made on the basis of the unit price bid in the Proposal Form under the various classifications listed therein and shall include the cost of materials, labor, equipment and implements, excavation, laying or setting, assembling, jointing, shoring, pumping, backfilling, paving, and all tasks necessary therefore in connection therewith and incidental thereto.

Payment

23. Payment by the Authority for said items delivered and accepted shall be made within thirty (30) days after the contractor has submitted a bill to the Executive Director based on the unit price bid with a properly executed voucher. The Application for Payment must be submitted to the Authority at least 14 days prior before the monthly Board meeting to be considered for payment at the Board meeting.

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

PROPOSAL AND BID DOCUMENTS

BID DOCUMENT SUBMISSION CHECKLIST
Atlantic City Municipal Utilities Authority

ROJECT: PROVIDING JANITORIAL SERVICES AT
 THE AUTHORITY ADMINISTRATION AND OPERATIONS FACILITY

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

Required With
 Submission of Bid
 (Owner's checkmark)

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

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

PROPOSAL FORM
PROVIDE JANITORIAL SERVICES AT
ADMINISTRATION AND OPERATIONS FACILITY

TO: THE BOARD OF DIRECTORS
 ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
 ATLANTIC CITY, NEW JERSEY

DATE: _____

GENTLEMEN:

The undersigned proposes to provide the requisite new materials, plant, tools and machinery, labor, and to do all the work required to PROVIDE JANITORIAL SERVICES AT ADMINISTRATION AND OPERATIONS FACILITY, 401 North Virginia Avenue, Atlantic City, NJ, in accordance with the Advertisement, Instructions to Bidders and Detail Specifications for same attached hereto at the following unit prices:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	12 months	General cleaning daily scheduled work tasks detailed in these specifications in Paragraph 7a-r. Contractor to provide pricing per month for a twelve (12) month period for the duration of this contract.	_____	_____
2.	52 ea	General cleaning weekly scheduled work tasks as detailed in these specifications in Paragraph 8a-g.	_____	_____
3.	12 ea	Monthly cleaning work tasks as detailed in these specifications in Paragraph 9a-e.	_____	_____
4.	6 ea	Bi-Monthly cleaning work tasks as detailed in these specifications in Paragraph 10a-c.	_____	_____
5.	2 ea	Semi-annual cleaning schedule as detailed in these specifications in Paragraph 11a-b.	_____	_____
6.	5 ea.	Deep disinfection of Administrative Building as per CDC cleaning and disinfection Guidelines as needed per occurrence	_____	_____
7.	4 ea.	Thorough cleaning, disinfecting, washing and Scrubbing of walls, floor, Showers, etc. of distribution yard bathroom and locker room area, separate from Bi-Monthly Cleaning.	_____	_____

GRAND TOTAL AMOUNT OF BID: ITEMS 1, 2, 3, 4, 5, 6, 7 \$ _____

BID IN WORDS: _____ DOLLARS _____ CENTS

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

Bidder's Signature

DATE: _____

Firm

COMPLIANCE CERTIFICATION FORM

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

Vendors must submit the following with their proposals.

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

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

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

Yes _____ No _____

2. Our company has a Certificate of Employee Information Report.

Yes _____ No _____

3. Form AA302 (Affirmative Action Employee Information Report) is attached.

Yes _____ No _____

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

Name: _____

Signature: _____

Title: _____

Date: _____

Telephone No.: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

(Name of Local Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

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

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

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT DOCUMENTS

SUPPLEMENT TO BID SPECIFICATIONS

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

Name _____

Address _____

Telephone # and area code _____

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

Trading as _____

Telephone # and area code _____

If BIDDER is INCORPORATED, give the following information:

State under whose laws incorporated _____

Location of principal office _____

Telephone # and area code _____

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

Telephone # and area code _____

FAX # _____

Name of CORPORATION _____

By _____

Title _____

Address _____

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

Name _____

Address _____

Telephone # and area code _____

FAX # _____

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

INSURANCE AND INDEMNIFICATION AGREEMENT

OWNER: Atlantic City Municipal Utilities Authority

CONTRACTOR: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

Section I – Indemnification:

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

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

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

Signature of authorized representative of contractor:

Date:

Ins. & Indemnification Agreement
INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

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

Signature of authorized representative of contractor:

Date:



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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

PART 1

CERTIFICATION

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title

AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF _____

COUNTY OF _____

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

_____ of full age, being duly sworn according to law on my oath depose

and say that:

I am _____ of the firm of _____, the

Bidder making the Proposal for the above named project; that I executed the said Proposal, this affidavit and all other bidding documents with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____ Date: _____
(Deponent's Signature)

(Deponent's Printed Name and Title)

Subscribed and sworn to _____

before me this _____ day of _____, 20____,

Notary Public of _____

My Commission expires _____, 20____.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

DOCUMENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal (the "Principal") and _____, a mutual company duly organized under the laws of the _____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), in the penal sum of

_____ Dollars (\$_____), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

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

Signed and sealed this _____ day of _____ 20_____.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

END OF BID BOND