

# FACILITIES LOCATION AND MARKING SERVICES



May 6, 2024

**ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY**

401 North Virginia Avenue  
Atlantic City, New Jersey 08401

## **ADVERTISEMENT**

SEALED BIDS or proposals for UTILITY LOCATING AND MARK-OUT SERVICES, that will be received by the Purchasing Board at a meeting to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at 10:00 A.M. prevailing time on Monday, May 6, 2024, at which time and place such sealed proposals will be publicly opened and read.

Each proposal must be accompanied by a certified or cashier's check, drawn upon a national or state bank or trust company, payable to the Atlantic City Municipal Utilities Authority, in the amount of not less than TEN PERCENTUM (10%) of the total bid; or a bid bond for the same amount, but in no case in excess of \$20,000.00.

The successful bidder will be required to furnish a surety bond of a company authorized to do business in the State of New Jersey in a sum equal to ONE HUNDRED PERCENTUM (100%) of the contract price.

Copies of the Notice to Contractors, Proposal Form and Specifications can be obtained from the offices of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, for a non-refundable fee of twenty dollars (\$20.00) per set.

The Board of Directors of the Atlantic City Municipal Utilities Authority reserves the right to reject any and all proposals and to award or reject the proposal for the item(s) if it deems it in the public interest to do so.

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

**CLIFFORD, KEEN,**  
**DEPUTY EXECUTIVE DIRECTOR OPERATIONS**

# **INSTRUCTIONS TO BIDDERS**

# ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

## INSTRUCTIONS TO BIDDERS

### FACILITIES LOCATION AND MARKING SERVICES

(Facilities in the geographic area described to this document (New Jersey Area))

#### **PROPOSAL RECEIVED**

1. SEALED BIDS or proposals for **FACILITIES LOCATION AND MARKING SERVICES** F.O.B. the Operations facility of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, in strict accordance with the "Advertisement", "Instructions to Bidders", "Proposal Form", "Contract", "Bond", and "Specifications" having endorsed on the envelope "Proposal for **FACILITIES LOCATION AND MARKING SERVICES** and the name of the bidder and the date of its presentation, will be received when called for by the Purchasing Board of the Atlantic City Municipal Utilities Authority at a meeting to be held in the Board Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ on May 6, 2024 at 10:00 A.M. prevailing time, at which place and time they will be publicly opened and read. Proposals may be mailed to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Post Office Box 117, Atlantic City, NJ 08404, but must be received by the Authority before the time stated for the opening of the bids. The outside mailing envelope shall bear the same endorsement as is required for the sealed envelope therein.

#### **PROPOSALS**

The Proposals must be made on the form contained herein. The prices shall be written or printed in ink in the spaces provided. In case of discrepancy between words and numerals the words shall govern. Ditto marks shall not be used. The bidder shall sign his Proposal correctly. All erasures, interpolations and other physical changes in a bid shall be signed or initialed by the bidder.

If the Proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership or by a corporation, the proposal must be signed by an official of the firm, partnership or corporation authorized to sign contracts and must also show the post office address of the firm, partnership or corporation. The names of all persons signing shall be printed below the signature. When a corporation bids, the corporate name and the addresses of the officers upon whom legal service may be made shall be given and the names of the proper officers signed.

#### **IRREGULAR PROPOSALS**

Proposals may be rejected if they show alterations of form, additions not called for, conditional bids or irregularities of any kind.

#### **PROPOSAL GUARANTEES**

No proposal will be considered unless accompanied by a certified check drawn upon a National or State bank or trust company in the amount of at least 10% of amount of bid to the order of the Atlantic City Municipal Utilities Authority, or a bid bond for the same amount, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated.

## **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. 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.**

A corporate surety bond (Performance Bond) in the form satisfactory to the Authority Solicitor, and surety's responsibility satisfactory to the Executive Director, will be required in the penal sum equal to one hundred per cent (100%) of the contract amount for the work as finally awarded, as surety for the faithful performance of the contract and also for the payment of lawful claims of sub-contractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract.

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, and the said bond duly approved as aforesaid, to the Executive Director of the Atlantic City Municipal Utilities Authority at their 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, they may be declared by the Board of Directors to have abandoned the contract and be 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 and bond in the manner and within the time above specified, the amount of this deposit will be returned at the time of such delivery.

## **ESTIMATED QUANTITIES**

The estimate of quantities to be furnished and delivered appears in the Proposal Form attached hereto. The quantities indicated are to be considered as approximate only and are given only for comparison of bids and to obtain the unit price per article. The articles will be purchased based upon the unit price and the Board of Directors do not expressly or by implication agree or infer that the quantities ordered will correspond with the quantity stated

herein and the Board of Directors reserve the right to increase or decrease the quantity of any classification.

Proposals may be mailed to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, P.O. Box 117, Atlantic City, NJ 08404, but must be received by this Authority before the time stated herein for the opening of bids. The outside mailing envelope shall bear the same endorsement as is required for the sealed bid envelope contained therein.

Proposals may be rejected if they show alterations of any form, additions not called for, conditional bids or irregularities of any kind.

No proposal will be considered unless accompanied by a certified check drawn upon a national or state bank or trust company in the amount of not less than TEN PERCENTUM (10%) of the total bid to the order of the Atlantic City Municipal Utilities Authority, or a bid bond to be returned to the bidder unless forfeited as hereinafter stipulated.

### **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 not less than ten per cent (10%) of the total amount of the bid, but in no case in excess of \$20,000.00; 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 and acceptance of the Contractor's performance bond.

The Board of Directors reserves the right to reject any or all proposals and to accept or reject the proposal of any bidder for any ITEM or subdivision thereof if it deems it in the interest of the Authority to do so.

### **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, if requested.

## **UNIT PRICE BIDDING - QUANTITY AND DELIVERY**

Each bidder is required to make a unit price bid for each line item listed in the Proposal Form.

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 material and equipment(s) to be delivered of the proposed bid specifications, material or equipment specified 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 of materials or equipment to be furnished and delivered.

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.

Provide the necessary labor and equipment to provide certain services relative to locating and marking ACMUA Facilities in the Contract Service Area.

### **Definitions**

**Annual contract Value means:** The aggregate of the last twelve months' Contract revenue

**Contract Year means:** The 365 (366 if period includes February during a leap year) days beginning with the date the Contract begins and the anniversary date each year after.

**Damage to ACMUA Facilities means:** The penetration or destruction of any protective coating, sheath, housing, or other protective facility of underground infrastructure, the partial or complete severance of underground plant or the rendering of underground infrastructure partially or completely inoperable.

**Emergency Normal Hours Locate means:** A request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and are transmitted during normal, non- holiday business hours Monday through Friday (8:am – 4:30pm)

**Emergency After Hours Locate means:** A request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and is transmitted on weekends or on weekday outside of the ACMUA normal business hours of (8:00am – 4:30pm)

**Emergency Holiday Locate means:** A request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and is transmitted on any Federally observe holiday and ACMUA holidays as followed: New Year's Day, Martin Luther King JR's Birthday, Abraham Lincoln Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

**Excavator means:** Any person or entity which engages directly in excavation.

**Facilities means:** Any item used in connection with the storage or conveyance of water or other substance including, but not limited to pipes, valves, lines, manholes, attachments either above or below ground

**Gridding (also known as “Excavation Notification Area”) means:** The geographic boundary area identified by the ACMUA and provided to the applicable NJ State One-Call center which is used to determine whether a request for Locate will generate a ticket for the MUA after a receipt of an Excavator’s notification of intent to excavate (i.e., receipt of a locate ticket)

**Interruption of Service means:** An interruption in the services provided by ACMUA to its customers arising from a Damage to ACMUA’s Facilities

**Locatable Facilities means:** MUA’S Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of MUA’S Facilities together with records and facility prints, drawings, and maps or sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.

**Locate means:** The process of providing Locate Services in response to an NJ one call ticket and or including but not limited to Excavator’s notice of intent to excavate in accordance with this contract document.

**Locator at Fault Damage means:** Damage to MUA’ Facilities caused by an Excavator that occurs as a direct result of contractor not performing the Locate with Reasonable Accuracy. Locator at Fault Damage does not include alleged Damage to MUA’s Facilities arising from contractor’s late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.

**Locator Not at Fault Damage means:** Damage to MUA’s Facilities caused by an excavator or other 3<sup>rd</sup> party that occurs for any other reason other than contractor not performing the Locate with Reasonable Accuracy.

**Marking means:** The use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and each divergence from a straight line in accordance with the current marking standards of the APWA.

**Reasonable Accuracy means:** The placement of appropriate Markings within the applicable NJ State’s tolerance zone.

**Restoration Costs means:** The reasonable and customary actual costs incurred by MUA to repair Damage to MUA’s Facilities arising from Locator at Fault Damages, but shall specifically exclude any Third-Party Claims. “Restoration Costs” is equal to only the actual labor, equipment, and material costs incurred by MUA to repair the Damage to MUA’s Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by MUA’s in-house labor and 3<sup>rd</sup> party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. “Restoration Costs” specifically excludes, except where prohibited by law: The costs and expenses listed in paragraph 7:2 overhead charges; costs arising from betterment or plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of



MUA's Facilities); administrative charges including 3<sup>rd</sup> party administrator fees; and costs arising out of collection actions, whether incurred by the MUA or collection agencies.

**Services means:** The services to be provided by the contractor under this contract document.

**Site means:** The premises where Services are performed, and the MUA has ownership or exercises control.

**Standard Locate Service means:** (1) Determining whether the MUA's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable and (2) Marking, where appropriate, the proper path or routes of MUA's Facilities with NJ State's tolerance zone.

**Ticket means:** The document generated at and transmitted by the NJ One-Call center to contractor each request for Locate.

**Third Party Claims means:** any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this contract arising from or related to Damages to MUA's Facilities, including by not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss of destruction of any property, or (c) losses previously identified in this document.

**Unidentifiable Facilities means:** MUA's Facilities that are neither apparent on the records, facility print, drawings, or maps provided by MUA or from a Visual Examination

**Un-locatable Facilities including unattonable facilities means:** MUA's Facilities whose presence is known either from records provided by MUA or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by contractor.

**Visual Examination means:** An attempt to determine the existence of MUA'S Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from MUA's maps and records.

**White-Lining means:** The Excavator designates the route and /or area to be excavated using white pre-marking either onsite or electronically (when available through the NJ One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the NJ One-Call center and before the locator arrives on the job.

## **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, Ordinances of the City of Atlantic City, and Ordinances of Pleasantville affecting operations under this document.

Permits of the City of Atlantic City and the other localities listed in the paragraph immediately above are required where applicable.

## **PUBLIC WORKS CONTRACTORS REGISTRATION ACT**

No Contractor is permitted to bid on this contract unless the Contractor is registered pursuant to the New Jersey Public Works Contractors' Registration Act, N.J.S.A. 34:11-56.48 et seq. No Contractor shall list a sub-contractor in the bid proposal unless the sub-contractor is also registered pursuant to the Act at the time the bid is made. No Contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any work under this contract unless the Contractor or sub-contractor is registered pursuant to the Act. Each Contractor shall, after the bid is made and prior to the award of the contract, submit to the Owner the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration. A copy of the Contractor's current certificate of registration must be submitted with the bid proposal.

## **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 Bidder's Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury, Affirmative Action Office.

## **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 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 the Authority transmission main facilities, plant facilities, water distribution system facilities, shall register their employees and vehicles at the authority operating facility responsible for the maintenance of the said facility to be accessed.
- b. All vehicles that will access Authority property must provide evidence of the ownership and/or leasing of vehicles by contractors and evidence of current insurance.
- c. All personnel are required to submit appropriate identification including, but not limited to valid driver's license, photo I.D. driver's license, to the Authority representative recording their presence of Authority facilities. The Authority will issue a visitor identification document which is to be worn by the individual, in a readily visible manner, the entire time the individual is at Authority owned facilities.
- d. The Authority will issue a temporary "contractor" visitor identification document which is to be worn by the individual the entire time the individual is at Authority owned facilities for all personnel assigned to continuous work tasks for a period in excess of two weeks.
- e. 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 a stop work order or criminal charges being made by the Authority against individuals for failure to comply with Authority security policies.

The MUA's secured facilities shall include:

1. in Atlantic City: All locations that require access through a gated fence: the employee parking lot on Virginia Avenue and all areas that are accessed through the gate on Maryland Avenue. All interior locations of the Distribution Yard and the Main Office whether accessed through Maryland Avenue or Virginia Avenue, with the exception of the open foyer on the Virginia Avenue side of the building.
2. in Pleasantville and Egg Harbor Township:
  - a. All locations that require access through a gated fence or doorway.
3. The following standards shall apply to all persons:
  - a. Everyone must be logged in by listing with their complete name, the date and time of entering the facility and either the purpose of the visit or the name of the person they are visiting. This shall also apply to the open foyer in the Main Office on the Virginia Avenue side of the building.
  - b. Everyone within the secured facilities must have a photo-ID (driver's license) on file.
  - c. Everyone within the secure facilities must be identified by a visible MUA issued ID.
  - d. All vehicles within the secured facilities must have a copy of the vehicle registration and insurance ID card on file.
  - e. Visitors (non-employees) shall have their access restricted in all secured areas. They shall not enter any secured area unless escorted by an MUA employee or specifically approved by a manager.
  - f. Further, the location of this well is on the Federal Aviation Administration (FAA) Technical Center site in Egg Harbor Township, NJ. All employees of the Contractor shall comply with the security requirements of the FAA as well as those of the Authority.

## **PAYMENT**

Payment by the Authority for the Facilities Locating and Marking Services accepted under the contract shall be the unit price bid which shall include all costs for labor, tools, equipment and implements, facilities of every description, materials, delays and costs of any nature.

Payment by the Authority for said Facilities Locating and Marking Services shall be made within sixty (60) days after the contractor has submitted a bill to the Executive Director based on the unit price bid with a properly executed voucher. (Printed voucher forms may be procured without cost from the office of the Atlantic City Municipal Utilities Authority, Water

Department.) The Application for Payment must be submitted to the Authority at least 14 days prior to 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.

### **CHANGE ORDERS**

Due to the specific nature of this contract, changing orders for price increases by the Contractor should not be necessary. However, should the Contractor believe that a change order is justified; said Contractor must submit said request to the Authority Executive Director in writing for their consideration before any work that the Contractor deems to require a change order is performed. Should said work that the Contractor alleges needs a change order be conducted without the expressed, written consent of the Authority Executive Director, the unit price herein described in this contract governing the Contractor-alleged change order item shall prevail and be paid by the Authority.

### **TERMINATION**

The Atlantic City Municipal Utilities Authority shall have the option to terminate this agreement at any time. Termination shall be effective within sixty (60) of a written notification to the Service Provider.

In the event of a termination, the Atlantic City Municipal Utilities Authority shall only be responsible to pay for all services satisfactorily performed by the Service Provider to the effective date of termination, as described in the final invoice to the Authority.

The assigned responsible person for the Authority shall make the final determination about what services have been satisfactorily performed.

All costs incurred by the Authority due to the Service Provider failure to comply with the terms and conditions of this contract agreement shall be the responsibility of the Service Provider

**ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY  
STANDARD TERMS AND CONDITIONS**

# Atlantic City Municipal Utilities Authority

## Standard Terms and Conditions

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**- Unless the bidder/offeree is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the Atlantic City Municipal Utilities Authority. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise. In the event that the bidder/offeree would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeree must present those conflicts during the Question-and-Answer period for the Atlantic City Municipal Utilities Authority (“ACMUA”/” Authority”) to consider. Any conflicting terms and conditions that the Authority is willing to accept will be reflected in an addendum to the RFP. The Authority's terms and conditions shall prevail over any conflicts set forth in a bidder/offeree's proposal that were not submitted through the question-and-answer process and approved by the Authority. Nothing in these terms and conditions shall prohibit the Executive Director from amending a contract when the Executive Director determines it is in the best interests of the Authority.

2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS** - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have 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 Executive Director of the Atlantic City Municipal Utilities Authority 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 Authority. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.)

2.2 **ANTI-DISCRIMINATION** - All parties to any contract with the Authority agree not to discriminate in employment and agree to 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 are hereby incorporated by reference.

2.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the Atlantic City Municipal Utilities Authority through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 **MACBRIDE PRINCIPLES** – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein

or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. makes or solicits a contribution in violation of the statute.
- b. knowingly conceals or misrepresents a contribution given or received.
- c. makes or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, State of New Jersey Standard Terms and Conditions
- d. makes or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee.
- e. engages or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation.
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees.
- g. engages in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 **POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.8 **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards. . 52: 13D-13g.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any

instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. . 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**2.9 NOTICE TO ALL CONTRACTORS 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 of the Division of Taxation shall seek to set State of New Jersey Standard Terms and Conditions 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 to 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 remain in 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.

**2.10 COMPLIANCE - LAWS** - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

**2.11 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

### **3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

**3.1 COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying for all necessary permits, where applicable.

**3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New



Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

### **3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION**

**REQUIREMENTS** - N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- a) 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 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, gender identity or expression, disability, nationality or sex. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause.
- b) 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.
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of 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. N.J.A.C 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows.

1. 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.
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.
3. 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.
4. 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.

**3.4 BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be

paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

**3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

**3.6 SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Executive Director shall be performed within the United States, except when the Executive Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

**3.7 BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm 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.

#### **4. INDEMNIFICATION AND INSURANCE**

**4.1 INDEMNIFICATION**- The contractor's liability to the Authority and its employees in third party suits shall be as follows:

(a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

(b) The contractor's indemnification and liability under subsection (a) is not limited by but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

(c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the Atlantic City Municipal Utilities Authority the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

**4.2 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. The contractor shall provide the Authority with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the Authority. Certificates of renewal shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the Authority until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, P.O. Box 117, Atlantic City New

Jersey 08404 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the Authority at:

[cmcintosh@acmua.org](mailto:cmcintosh@acmua.org)

The insurance to be provided by the contractor shall be as follows:

a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, un-amended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement, or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property.

c. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.

e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

## 5. TERMS GOVERNING ALL CONTRACTS

**5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the Authority.

**5.2 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the Authority shall be obliged to order as the result of the RFP, or any contract entered into as a result of the RFP.

**5.3 CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Executive Director, it is in the best interest of the Authority to extend a contract, the contractor shall be so notified of the Executive Director’s Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Executive Director’s request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the Authority have been negotiated.

**5.4 AUTHORITY'S OPTION TO REDUCE SCOPE OF WORK** – The Authority has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Executive Director shall provide the contractor with advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the Executive Director's proposed adjusted contract price, the contractor shall submit to the Executive Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Executive Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Executive Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Executive Director may request. The Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the compensation to be paid for such work effort.

**5.5 CHANGE IN LAW** – Whenever a change in applicable law or regulation affects the scope of work, the Executive Director shall provide written notice to the contractor of the change and the Executive Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Executive Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Executive Director reconsider the adjusted contract price. The Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Executive Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Executive Director may request. The Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the compensation to be paid for such work effort.

**5.6 SUSPENSION OF WORK** - The Authority may, for valid reasons, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Authority Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Executive Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that the Executive Director may require related to the equitable adjustment.

## **5.7 TERMINATION OF CONTRACT**

a. For Convenience Notwithstanding any provision or language in this contract to the contrary, the Executive Director may terminate this contract at any time, in whole or in part, for the convenience of the Atlantic City Municipal Utilities Authority, upon no less than sixty (60) days written notice to the contractor.

b. For Cause

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaint's procedure in N.J.A.C. 17:12-4.2 et seq.,

2. Where in the reasonable opinion of the Executive Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Executive Director is required to use the complaints procedure in the Executive Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

c. In cases of emergency the Executive Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

## **5.8 SUBCONTRACTING OR ASSIGNMENT**

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the Authority and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Executive Director.

**5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND ACMUA** - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the ACMUA.

**5.10 MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Executive Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Executive Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause. If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Executive Director must be so notified. All responsible parties of the dissolved business entity must submit to the Executive Director in writing the names of the parties proposed to perform the contract, and the names of

the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Executive Director.

5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR** - The contractor hereby certifies that: -

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the Authority and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from the time of written acceptance by the Authority. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the Authority shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the Authority's Responsible Person is rendered.

5.12 **DELIVERY REQUIREMENTS** –

- a. Deliveries shall be made at such times and in such quantities as ordered in strict accordance with the conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the Authority's Responsible Person or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 **APPLICABLE LAW AND JURISDICTION** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. **CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the Authority and the contractor.

5.15 **MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the Authority, including the Comptroller, for audit and review.

5.16 **ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the ACMUA, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and

causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action.
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the tendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## **6. TERMS RELATING TO PRICE AND PAYMENT**

6.1 **PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing by the Authority, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the Authority shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Executive Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 **TAX CHARGES** - The Atlantic City Municipal Utilities Authority is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

## **6.3 PAYMENT TO VENDORS** –

- a. The Authority Responsible Person is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such an event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the Authority with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or

delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using an agency before payment is authorized.

c. In all time and materials contracts, the Authority's Engineer or designer shall monitor and approve the hours of work and the work accomplished by the contractor and shall document both the work and the approval. Payment shall not be made without such documentation.

d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 **AVAILABILITY OF FUNDS** – The Authority's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Authority for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the Authority Budget and made available through receipt of revenues.



# **GENERAL REQUIREMENTS**



Resolution No. 267  
Date September 9, 199

## Atlantic City Municipal Utilities Authority

### RESOLUTION

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

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

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

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

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

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



## Atlantic City Municipal Utilities Authority RESOLUTION

Continued - Page 2

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

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

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

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

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

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

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



Agenda No.  
Resolution No. 267  
Date September 9, 19

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 3

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

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

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



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

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 4

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

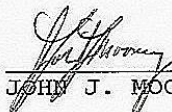
- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

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

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

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

Upon motion this Resolution was ADOPTED as Read.

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

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Name of Company: \_\_\_\_\_

Name of Highest Official: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

\_\_\_\_\_  
*(Name of Local Contracting Unit)*

FACILITIES AND LOCATING SERVICES

\_\_\_\_\_  
*(Name of Construction/Public Works Project)*

\_\_\_\_\_  
*(Project or Bid Number)*

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

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

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

Acknowledgement by Bidder:

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

By Authorized Representative:

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

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

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



# 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.: \_\_\_\_\_

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**

**INDEMNIFICATION AGREEMENT**

The Service Provider shall defend, indemnify and hold harmless the Atlantic City Municipal Utilities Authority, its officers, officials, agents, employees and administrators from and against any and all claims or actions at law, injuries, damages, losses, costs and expenses of any kind, including but not limited to attorney's fees, arising or resulting from the negligence or other tortious act, error or omissions of the Service Provider in connection with the performance of the Agreement.

In the event of liability for damages arising out of death, bodily injuries to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the Atlantic City Municipal Utilities Authority, its officers, officials, agents, employees and administrator, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's Negligence.

The Service Provider agrees that the obligation to defend commences when a claim is made against the Atlantic City Municipal Utilities Authority 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.

*By signing this Agreement the Affiant is affirming that he/she is authorized to execute this Agreement on behalf of the Contractor.*

B: \_\_\_\_\_  
Signature of authorized representative of contractor:  
Name:  
Title:

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

On Behalf of:

\_\_\_\_\_  
Name of Organization

## INSURANCE AGREEMENT

- A. The contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority as an Additional Insured:
- a. Coverage shall be provided in the contractor's General Liability policy via the use of ISO form CG 20 10 11/85 or its equivalent, or via the use of the combination of ISO forms CG 20 10 10/93 and CG 20 37 10/01 or the equivalent.
  - b. Coverage for the contractor shall not be limited (e.g. not just for "general supervision").
  - c. Coverage shall be provided to the owner on a primary, non-contributory basis.
  - d. Coverage shall include Completed Operations.
  - e. The contractor's Umbrella policy shall become primary to the owners General Liability policy.
  - f. Workers Compensation and Employer's Liability Insurance: This insurance shall be maintained in force during the life of this contract by the contractor covering all employees engaged in the performance of this contract in accordance with the applicable statute of the workers compensation law of the state of New Jersey.
- B. The contractor's Commercial General Liability and Umbrella policies are endorsed to reflect that the owner will be notified at least 30 days in advance in the event of cancellation (except 10 days for nonpayment).
- C. The contractor must furnish the Owner with a valid Certificate of Insurance and a copy of the applicable Additional Insured endorsement(s) when this agreement is signed.
- D. Minimum insurance limits to be carried by contractor:

### Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence (Coverage A)
- \$1,000,000 Any One Person or Organization (Coverage B)  
Automobile Liability (Comprehensive Coverage)
- \$1,000,000 Each Accident  
Commercial Excess Liability ("Umbrella")
- \$5,000,000 Products/Completed Operations Aggregate
- \$5,000,000 General Aggregate
- \$5,000,000 Any One Occurrence (Coverage A)
- \$5,000,000 Any One Person or Organization (Coverage B)  
Employers Liability (Coverage B on the Workers' Compensation Policy)
- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease  
Workers Compensation
- Minimum Employer's Liability \$1,000,000 per accident
- Employer's Liability Insurance Part 2 of the policy applies to work under this contract. The limits of liability under Part 2 are:
  - Bodily injury by accident \$1,000,000 each accident
  - Bodily injury by disease \$1,000,000 policy limit
  - Bodily injury by disease \$1,000,000 each employee

Signature of authorized representative of contractor:

Date:

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**SCHEDULE OF MINORITY CONTRACTOR AND/OR SUPPLIERS**

THIS FORM IS TO BE COMPLETED BY BIDDERS

Name of Minority Business Firms	Specify type of Work to be Done	Dollar Amount of Participation
And Agent's Name		(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: \_\_\_\_\_

STATEMENT OF CORPORATE OWNERSHIP

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

BIDDER PLEASE FILL IN THIS PAGE

SUPPLEMENT TO BID SPECIFICATIONS

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

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

Trading as \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

If BIDDER is INCORPORATED, give the following information:

State under whose laws incorporated \_\_\_\_\_

Location of principal office \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

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

Telephone # and area code \_\_\_\_\_

FAX # \_\_\_\_\_

Name of CORPORATION \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # and area code \_\_\_\_\_

FAX # \_\_\_\_\_

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



**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**

**OR**

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.

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

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

**ENTITY NAME:** \_\_\_\_\_

**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_

**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_

**DURATION OF ENGAGEMENT:** \_\_\_\_\_

**ANTICIPATED CESSATION DATE:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

) SS

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, of full age, being duly sworn according to law, upon my oath, depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Atlantic City Municipal Utilities Authority relies upon the truth of the statements contained in said Proposal, and in the statements contained in this Affidavit in awarding the Contract for the said Project.

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

\_\_\_\_\_ (N.J.S.A. 52:34-15)

(Name of Contractor)

\_\_\_\_\_  
(Type or print name of Affiant under signature)

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public of

My commission expires:



BIDDER'S INFORMATION FORM

TO: ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (ACMUA)

Gentlemen:

In accordance with the requirements stated in the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS AND DETAILED SPECIFICATIONS, the undersigned Bidder submits the following information for consideration by the Authority in determining the Bidder's experience, financial reliability, and ability to perform the work required for this project.

The completed form shall be submitted to the Atlantic City Municipal Utilities Authority (Authority) with the Proposal Form for this project. If the Bidder fails to submit this form, or submits an incomplete, erroneous, or falsified form, the Bidder will be considered unresponsive, as this shall be deemed justification for rejection of the Proposal. (Attach additional sheets as necessary to complete this form.)

It is emphasized that time is of the essence in the completion of this project and failure to complete the major portions of the Contract within the time limits specified will cause the Authority considerable expense. Although this expense will be partially offset by liquidated damages payments, the Authority does not want the additional problems caused by the late completion, and therefore any Bidder that cannot, by means of this information form and individual verification, demonstrate that it has the necessary expertise and equipment as determined by the Authority, to do the work and can show by past experience and specific work of comparable size that it has, in fact, completed the work satisfactorily and on time will be disqualified and its Bid considered non-responsive.

Data furnished herein by the prospective Bidder are solely for the information of the Authority and to aid the Authority in determining the qualification of the Bidder.

The undersigned herewith is submitting a Proposal on the following Contract: \_\_\_\_\_

\_\_\_\_\_

The undersigned agrees to abide by the decision of the Authority concerning the qualification of the Bidder determined by the information supplied in this form and the checking of references and statements therein.

The undersigned Bidder submits the following information:

1. GENERAL

a. Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

b. Atlantic City Contractor License No. \_\_\_\_\_

c. If a corporation, complete the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Director's name: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name: \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

d. If a CO-Partnership, complete the following:

Date of organization: \_\_\_\_\_

Type of partnership (General or limited): \_\_\_\_\_

Name and address of partners: \_\_\_\_\_

e. Give list of incomplete contracts, at present, held by you.

CONTRACT	AMOUNT	PERCENTAGE COMPLETED
----------	--------	----------------------

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

f. What equipment do you own that is available for the proposed work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. What other equipment do you own that you believe necessary for the proper implementation of the proposed work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. EXPERIENCE RECORD

a. How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_

b. What are prior names of organization? \_\_\_\_\_  
\_\_\_\_\_

c. How many yrs experience in this type of construction work has your organization had.

1. As a contractor: \_\_\_\_\_

2. As a subcontractor: \_\_\_\_\_

d. List below the five largest projects your organization has completed within last 5 yrs.

LOCATION	TYPE OF WORK	OWNER
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

e. Complete the following for the projects listed under Item 2.d:

Original Contract Amount	Date Contract Was Awarded	Specified Contract Time	Date of Contract Completion	Was Contract Completed On Time
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____

f. Explain the reasons for any completion beyond the original completion date:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

g. Name and address of references for respective projects listed above. (A reference must be supplied for each project.)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

h. Have you ever failed to complete any work awarded to you? If yes, give name of OWNER, name of Bonding Company and circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

i. State approximately the largest dollar volume of work you have done in any 1 yr. during the last 5 calendar yrs.

\_\_\_\_\_  
Remarks: \_\_\_\_\_  
\_\_\_\_\_

j. Name one (1) banking institution reference:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

k. Identify name of diving company and appropriate diver certification and experience: (if applicable)

\_\_\_\_\_  
\_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

# **SPECIFICATIONS**

## **CONTRACTOR'S RESPONSIBILITY**

### **CONTRACTOR'S LICENSE**

The Contractor is to verify all existing conditions at the location of the work and the (unit) price(s) bid is to include and cover all excavation, removal of material and objects and the furnishing of all necessary forms, materials and labor necessary to furnish in a thorough workmanlike manner a work complete in every detail notwithstanding that every item necessarily involved may not be particularly mentioned in the Plans and Specifications.

The Contractor will be responsible for protecting all existing street paving, drainage, public and private utilities and other structures, public or private.

### **PAYROLL RECORDS**

Contractor shall furnish all labor, materials, and equipment necessary to perform Locate Services for MUA within the Described Service Area.

The work shall be performed in accordance with the requirements of the plans and specifications and other contract documents. The plans and specifications are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the specifications or on the plans 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. All ticket transmittals shall come directly from the One-Call center for the Service Area.

### **THE WORK**

The quality of the work will be furnished, when necessary, by the Authority Executive Director. It is the responsibility of the Contractor to protect and maintain the integrity established by the Executive Director. If any such property is damaged and is required of the Authority Executive Director to replace some, said work will be done at the charge to the Contractor as indicated in Proposal.

The Contractor must take care of such locations area marked placed as he will be held responsible if by reason of their displacement any of the construction is placed out of line or at wrong location. Upon receipt of a request for a Locate Contractor will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the MUA's Facilities and the proposed excavation. If Contractor determines that no field visit or Visual Examination is necessary, Contractor will proceed; if Contractor determines that MUA Facilities are not present at the excavation site, Contractor will either notify Excavator prior to the proposed excavation that MUA's Facilities are not present or mark the excavation site in a manner to indicate that MUA's Facilities are not present at the proposed excavation site.

If Contractor determines that there are underground Locatable Facilities present that the excavation site Contractor will indicate the presence of those Facilities with appropriate Markings.

Contractors will have the right to screen tickets via prints and technology which eliminates the requirement for an in-person visit to the site. If Contractor determines that there are Unlocatable Facilities at the excavation site, they will notify the Authority and the MUA will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.

Any maps and records furnished by MUA shall remain the property of the MUA and the Contractor agrees to return all copies of such, at the completion of the signed terms of contract. All MUA maps and records shall be kept confidential by Contractor. The contractor bears no liability to MUA's failure to provide accurate maps, records, and /or prints, or any damage which arises from inaccurate maps, records and/or prints.

Contractor shall perform the Services as an independent contractor and as such has the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Services.

## **MUA RESPONSIBILITIES**

MUA will provide the Contractor with the maps and prints in a GIS format and One-Call ticket information via-e-mail or web service to Contractor's ticket management system, to permit MUA to provide the Locate Services. MUA will be responsible for keeping all applicable maps, records, and prints up to date and provide them to Contractor in a timely manner via SECURE FILE TRANSFER PROTOCOL. MUA will reasonably cooperate with Contractor regarding receipt and resolution of Third-Party Claims.

## **DAMAGES**

The contractor will not mark out or charge for any ticket routine or emergency where the ACMUA is excavator or any ticket the ACMUA calls in.

The contractor will be responsible for repairs and or excavation costs only if the ACMUA mapping provided was accurate and damage occurs to any water infrastructure due the inaccurate identification from a contractor employee. This at fault damage carries a minimum of a \$1,000 dollar excavation fee and 20% thereafter of the total repair cost absorbed by the ACMUA to be determined.

The contractor shall assume full liability for all costs associated with any repairs of damaged underground facilities, or any fines and fees when it's determined that faulty locate markings were the cause of the damage. Damage costs include, but are not limited to labor, materials, equipment, contractor costs, and emergency callout fees associated with responding to repairing the damages.

If the contractor is at fault, they will be liable for the cost of returning the system to the current condition(s) prior to the damages. Any upgrades to be performed outside of the City and State statues will be the responsibility of the ACMUA.

Upon the completion of repairs to damages ACMUA will submit all supporting documents, details and invoices for any damage claims related to the Contractor's failure to perform accurate mark outs.

## **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/\$2,000,000 for personal injuries and death, and \$1,000,000/\$2,000,000 for property damage, insuring the bidder (Contractor) as well as the Atlantic City Municipal Utilities Authority as an additional insured and providing further that such liability insurance coverage shall be considered as primary and not as excess insurance.

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 Workman's 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/\$3,000,000 for personal injuries and death, and \$1,000,000/\$3,000,000 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.

## **GUARANTEE**

The Contractor shall guarantee all work done under this contract as to materials, labor, and operation for a period of one year from date of final acceptance. All provisions of this contract document shall be in full force and effect. This Contract document shall constitute the agreement between the MUA and the contractor with respect to the subject matter contained therein.



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

# COMPLIANCE CERTIFICATION FORM

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

Vendors must submit the following with their proposals.

2. 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.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

4. 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.: \_\_\_\_\_

## **CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY**

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

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(Signature)

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(Date)

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(Name and Title of Signer – Please type)

# **AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

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

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Bidder's Signature

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Print or Type Name

**PROPOSAL AND BID DOCUMENTS**

**BID DOCUMENT SUBMISSION CHECKLIST**

**Atlantic City Municipal Utilities Authority**

**PROJECT: FACILITIES LOCATION AND MARKING SERVICES**

**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

Initial Each Item

Submission of Bid

Submitted With Bid

(Owner's checkmark)

(Bidder's initials)

	1. Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
	2. Statement of Corporate Ownership, 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	
	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	

**CONSTRUCTION PROJECTS ONLY**

**B. Failure to submit the following documents may be a cause for the bid to be rejected**

**(N.J.S.A. 40A:11-23.1b)**

Required with Submission of Bid

Initial Each Item Submitted with Bid

(Owner's checkmarks)

(Bidder's Initials)

	1. Financial Statement prepared within the last twelve months	
	2. Consent of Surety as to a Labor and Material Payment Bond	
	3. Statement of Compliance with <u>N.J.S.A.</u> 45:14C-2(h) (licensed master plumber) (electrical) (local contractor license)	
	4. Consent of Surety as to Maintenance Bond as required by <u>N.J.S.A.</u> 40A:11-16.3b	
X	5. Submission of Non-Collusion Affidavit (this form must be notarized)	
X	6. Certification showing Bidder owns, leases or controls any necessary equipment.	
X	7. Submission of Certificate of Registration in accordance with the provisions of the New Jersey Public Works Contractor Registration Act. N.J.S.A. 34:11-56.48 et. seq.	
X	8. Disclosure of Investment Activities in Iran	

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY  
WATER DEPARTMENT  
PROPOSAL FORM  
FACILITIES LOCATION AND MARKING SERVICES

DATE:

TO: BOARD OF DIRECTORS - ATLANTIC CITY MUNICIPAL UTILITIES  
AUTHORITY

GENTLEMEN:

The undersigned declares that he has carefully examined and fully understands the attached "Advertisement", "Instructions to Bidders", "Specifications", and this "Proposal Form" and all matters contained herein.

The undersigned proposes to furnish all superintendence, labor, tools, equipment and implements, accessories, facilities of every description and all necessary materials and whatever else is required to do such work of Facilities Location and Marking Services and related work as required by and in strict accordance with the applicable provisions in the attached "Advertisement", "Instructions to Bidders", "Specifications" and "Proposal Form", and any addenda issued by the Authority and mailed to the undersigned by Certified Mail with Return Receipt Requested prior to the date of the opening of the bids, whether received by the undersigned or not; all of which are part of this proposal to such an extent as they relate to or govern the obligations herein proposed to be assumed.

All the foregoing the undersigned proposes to do in a first class, workmanlike manner, for the amount based on the following unit prices bid; it being agreed by the undersigned that the amount of work hereinafter bid will be the basis for his compensation for additions or deductions, as the case may be, for such increase or decrease in the estimated quantities; in accordance with such detailed directions showing the extent and character of the work as is contained in the aforementioned proposal documents and also such instructions as may be given from time to time by the Executive Director or his duly authorized representative during the progress of the work and for the following unit price bid of:

<u>Item</u>	<u>No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1.		3200	Routine NJ One Call Per Ticket	\$ _____	\$ _____
2.		180	Emergency Tickets T During Normal Business Hours (The ACMUA hours of operation are 8AM to 4:30PM Monday thru Friday)	\$ _____	\$ _____
		120	After Normal Business Hours (After 4:30PM, Weekends/Holidays)	\$ _____	\$ _____
3.			At Fault Damage Fee Plus 20% of Total Sustained Cost of Damage (TBD)	\$ 1,000	\$ 1,000

TOTAL AMOUNT OF BID: \$ \_\_\_\_\_

TOTAL AMOUNT OF BID IN WORDS: \_\_\_\_\_  
DOLLARS AND \_\_\_\_\_CENTS



BIDDER MUST BID ON ALL ITEMS

ENTER CONTRACTOR'S LICENSING NUMBER  
(AS ISSUED BY THE CITY OF ATLANTIC CITY)

CONTRACTOR'S LICENSE WILL BE OBTAINED  
PRIOR TO CONTRACT EXECUTION

FIRM \_\_\_\_\_

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I have enclosed herewith a completed copy of New Jersey Department of Treasury Form No. AA-302 with this Proposal Form and have enclosed (IF AVAILABLE) the Certificate of Employee Information Report as issued by the New Jersey Department of Treasury, Affirmative Action Office.

(NOTE: THE ADDITIONAL COMPLETED FORM AA-302 IS A MANDATORY REQUIREMENT PRIOR TO AWARD OF A CONTRACT.)

\_\_\_\_\_  
BIDDER'S SIGNATURE

# **CONTRACT DOCUMENTS**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
, as Principal (the "Principal") and \_\_\_\_\_, a mutual company  
duly organized under the laws of the \_\_\_\_\_, as Surety (the  
"Surety"), are held and firmly bound unto \_\_\_\_\_, as  
Obligee (the "Obligee"), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_), for the payment of which sum well and truly to be made, the Principal and the Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(If Bidder is an Individual)

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

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

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

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Signature of Partner

(If Bidder is a Corporation)

Attest:

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

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

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

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

(Corporation Surety)

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Name of Corporation

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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 the name below each signature.

END OF BID BOND