

MAINTENANCE CONTRACTT ON AUXILIARY POWER
GENERATOR ENGINES AT WATER TREATMENT PLANT
PUMPING STATION FACILITY



May 23, 2024

ATLANTIC CITY MUNICIPAL UTILITIES
AUTHORITY

401 North Virginia Avenue
Atlantic City, New Jersey 08401

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

ADVERTISEMENT

SEALED BIDS for furnishing all labor, tools, equipment of every description, all materials and supplies except those supplied by the Atlantic City Municipal Utilities Authority and furnishing whatever else is necessary to FURNISH, MAINTENANCE CONTRACT ON AUXILIARY POWER GENERATOR ENGINES AT WATER TREATMENT PLANT/PUMPING STATION FACILITY and such related work as is specifically described in and in strict accordance with specifications for said work adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on December 20, 2024 will be received when called for by the Purchasing Board of said Authority at a meeting to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, on Thursday, May 23, 2024 at 11:00 A.M. prevailing time, at which place and time the sealed proposals will be publicly opened and read.

Each bid must be accompanied by a certified or cashier's check drawn upon a national or state bank or trust company, payable to the Atlantic City Municipal Utilities Authority in the amount of not less than TEN PERCENTUM (10%) of the total amount 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 total contract price.

All proposals must be submitted on the Proposal Form approved and adopted as aforesaid or on an exact replica as to wording and punctuation. Copies of such Proposal Form and of the Advertisement, Instructions to Bidders, Specifications and Plans may be obtained from the office of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, for a non-refundable fee of TWENTY DOLLARS (\$20.00) per set. All purchasers of these specifications may request an electronic copy be emailed to them.

Bidders' attention is called to the requirements of N.J.R.S. 34-11.56.25 et seq., Prevailing Wages on Public Contracts, and United States Department of Labor Determination Decision No. NJ 75-3049 Mod. No. 5, with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-2-1 et seq., prohibiting discrimination in employment on public contracts.

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

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

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

Clifford Keen
Deputy Executive Director Operations

INSTRUCTIONS TO BIDDERS

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

INSTRUCTIONS TO BIDDERS

Sealed bids or proposals MAINTENANCE CONTRACT ON AUXILIARY POWER GENERATOR ENGINES AT WATER TREATMENT PLANT PUMPING STATION FACILITY IN PLEASANTVILLE, NJ submitted on the Proposal Form attached hereto, as specifically set forth in the annexed specifications, will be received by the Purchasing Board at a meeting of said Board to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the hour of 11:00 A.M. prevailing time Thursday, May 23, 2024 and immediately thereafter at said time and place the bids will be publicly opened and read and the award of the contract, if awarded, will be made by Resolution by the Board of Directors as soon thereafter as practicable.

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.

PROPOSAL GUARANTEES

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.

METHOD OF SUBMITTING BIDS

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

RESERVATIONS OF THE BOARD OF DIRECTORS

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

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.

LAWS AND PERMITS

The Contractor will be responsible that they and their employees strictly observe the laws of the United States, the State of New Jersey, County Regulations, and Ordinances of the City of Atlantic City affecting operations under this contract.

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

LABOR AND WAGES

All mechanics, workmen and laborers while engaged in the work to be done hereunder, shall work no more than eight (8) hours in any one day and their compensation shall be no less than the prevailing rate of daily wages in the locality where the work is performed, all in accordance with the provisions of the New Jersey Revised Statutes 34:11-56.25, and any amendments and supplements thereto.

In aid of the foregoing provisions of the Revised Statutes of the State of New Jersey 34:11-56.25 to accomplish a public policy concerning prevailing rates, the successful bidder promises and agrees to the following:

The Contractor or their sub-contractor(s) shall pay all mechanics, workmen and laborers employed directly upon the site of the work unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated herein regardless of any contractual relationship which may be alleged to exist between the Contractor or sub-contractor and such laborers, workmen and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The Engineer or Executive Director shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the Engineer or Executive Director to pay to laborers, workmen and mechanics employed by the Contractor or any sub-contractor on the work, the difference between the rate of wages required by the contract to be paid laborers, workmen and mechanics on the work and the rates of wages received by such workmen, laborers and mechanics and not refunded to the Contractor, sub-contractor or their agents. Said Engineer or Executive Director shall certify to the Board of Directors the amount or amounts to withhold from the Contractor.

In the event it is found by the Engineer or Executive Director that any laborers, workmen or mechanics employed by the Contractor or any sub-contractors directly on the site of the work covered by the contract have been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Authority may by written notice to the Contractor terminate their right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and their sureties shall be liable to the Authority for any excess costs occasioned by the Authority thereby.

While the wage rates shown are the minimum hourly rates required by the specifications to be paid during the life of the contract, it is the responsibility of the bidders to inform themselves as to the local labor conditions such as length of workday and work week, overtime compensations, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. The Contractor shall abide by and conform to all applicable laws concerning prevailing wage rates. No increase in contract price shall be allowed or authorized on account of payment of wage rates in excess of those required.

A copy of the Prevailing Wage Rates as determined by the Commissioner of Labor and Industry pursuant to R.S. 34:11-56.30 is attached hereto, and each bidder should examine same prior to submitting a bid on this contract.

PAYROLL RECORDS

Each Contractor or sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of the contract. The payroll records shall set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wages earned by him, any deductions made from such weekly wages and the actual weekly

wages paid to him. Such payroll records shall be always made available for inspection by the Engineer, Executive Director, or other authorized Authority official.

The Contractor shall submit to the Executive Director or the Executive Director's representative, weekly, an affidavit signed by the Contractor to the effect that all of the Contractor's employees and all employees of sub-contractors have been paid not less than the prevailing wage.

In the hiring of laborers, workmen and mechanics for the performance of the work hereunder, the Contractor or any person acting on their behalf shall comply with the provisions of the New Jersey Statutes, 10:2-1 to 4, which prohibit any discrimination and shall also comply with the provisions of New Jersey Revised Statutes, 34:9-1, et seq., which provide for the preference in employment to be given citizens of the State of New Jersey.

DOMESTIC PRODUCTS

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

PENALTIES

In case the Contractor shall fail to complete the work hereunder within the time limit herein fixed they shall and will pay to the Authority:

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

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

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

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

UNIT PRICE BIDDING - QUANTITY AND DELIVERY

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 performed by the Contractor at the prices therefore to be specified by the successful bidder shall be due and payable for the entire work.

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

OTHER CONTRACTORS

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

WATER

The Contractor shall be responsible for obtaining and furnishing all water required to do the work. However, the Atlantic City Municipal Utilities Authority will allow the Contractor to take water from fire hydrants (except high pressure main hydrants) of the municipal water supply system, when available, at the quantity and pressure as may be found available at such outlet without charge to the Contractor for said water, but with the limitations:

- (1) that no more than one hydrant on any single street can be used at one time
- (2) that a hydrant meter must be provided at the outlet on all hydrants being used
- (3) the water is only used for the purposes of this contract
- (4) no water is wasted
- (5) that the Contractor must keep the Water Department informed as to what hydrants they are using

Permission to use the Authority's water facilities as outlined above is automatically granted with the execution of the contract. Further, the Contractors should note that there is no potable water available at each well site, and, as such, the Contractor will need to supply their own water for potable use as well as a pump to provide water to carry out the work specified in these specifications when a well has been taken out of service.

EXCEPTIONS TO SPECIFICATIONS

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

SPECIFICATIONS AND PLANS FURNISHED - NA

The successful bidder (Contractor) will be furnished, upon request, three (3) sets of plans and specifications. Sets requested over three will be charged to the Contractor at the accepted copying fees and deducted from the semi-final payments.

PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for protecting and saving harmless public and private property or utilities.

The Contractor shall always safely guard the owner's property and that of adjacent property from injury or loss in connection with this contract. They shall always safely guard, employing watchmen to the extent necessary and protect their own work and materials and that of the adjacent property.

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

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 and any defects which arise during the period due to defects in materials or workmanship shall be made at the Contractor's expense.

FINAL CLEARING UP

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

CONTRACTOR'S LICENSE

A Contractor's license, issued by the City of Atlantic City, is required of all subcontractors working within the limits of Atlantic City. All bidders are required to meet the Contractor's Licensing Regulations indicated in Ordinance No. 29 of 1977 of the City of Atlantic City. Information and application procedures can be obtained from the Division of Construction, Room 101, City Hall, 1301 Bacharach Blvd., Atlantic City, NJ 08401 (609-347-5660). Sub-contractors employed by the Contractor are also required to meet these regulations. The Contractor shall additionally secure any required Contractor licensing for working in the cities of Pleasantville and/or Absecon, New Jersey, as well as any required in Egg Harbor Township and Galloway Township in order to maintain compliance with their applicable City Ordinances, should such licensing be required for this project.

ACMUA WORKING HOURS

The Treatment Plant working hours are from 7:00 A.M. to 3:30 P.M. Monday thru Friday.

The Distribution Yard working hours are 8:00 A.M. to 4:30 P.M. Monday thru Friday.

ACMUA OBSERVED HOLIDAYS

New Year's Day
Martin Luther King Jr's. Birthday
Lincoln's Birthday
President Day

Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day – Observed Thursday and Friday
Christmas Day

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:
 - a. 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.
 - b. 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 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.

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.

SUBMISSIONS

The bidder shall submit all information required with this bid that is specified to be submitted. Failure on the part of the bidder to submit such information may render their bid invalid. Failure to furnish any further requested information shall lead to a bid invalid. Further information requested should be in sufficient detail as to indicate conformance or non-conformance with the detail specifications. Should such information indicate non-conformance with detailed specifications, then bid shall be considered informal and invalid.

EQUIPMENT

The Contractor/Vendor shall be responsible for supplying and delivering at a minimum all necessary equipment, material assembly and appurtenances with no exceptions to complete the technical specifications for the proper maintenance, inspection and repairs to the generators.

MATERIAL AND WORKMANSHIP WARRANTY

The Vendor warrants that all workmanship, material and equipment furnished, installed and supplied by him shall be free of defects for a period of one (1) year after acceptance of the items and should such defects appear, the Vendor will repair or replace such defects at no cost to the Authority.

PATENT CLAIMS

The Contractor agrees to protect and save harmless the Authority from all and every demand for damages, royalties or fees or any patented invention used by him in connection with the work done or materials furnished under this contract unless the article or invention is clearly and specifically required by

the contract, if so demanded by the Authority, to furnish said Authority with a proper legal release or indemnity from and against all such claims; and that any or all payments may be withheld from said Contractor until said release is furnished if the Authority so elects.

INDEMNIFICATION AGAINST CLAIMS

The Vendor/Contractor shall indemnify and save harmless the Authority from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties in the work specified or any part thereof; or for any negligence in guarding the same or by or on account of any act of commission or omission of said Contractor, their agents or employees; and in case any such action shall be brought against the Authority they shall immediately take charge of and defend same at their own cost and expense. The Authority may, if it so desires, defend such action and charge the expense of the same to the Contractor.

TERM OF CONTRACT

This awarded contract will be for two years (2) years from the date of execution of the contract.

PAYMENT

Payment by the Authority for the generator maintenance and inspection accepted under the contract shall be the unit price bid which shall include all costs for generator preventive maintenance and inspection, transportation, superintendence, labor, tools, equipment and implements, facilities of every description, accessories, materials, delays and costs of any nature.

Payment by the Authority for said generator maintenance and inspection work 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.

FINAL PAYMENT

Final payment for generator maintenance and inspection under these specifications will not be made until all terms and conditions have been satisfied.

CHANGE ORDERS

Due to the specific nature of this contract, change 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.

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 its 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.

GENERAL REQUIREMENTS



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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

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

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

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



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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

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

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

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

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



Atlantic City Municipal Utilities Authority

RESOLUTION

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

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

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



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

Atlantic City Municipal Utilities Authority

RESOLUTION

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:

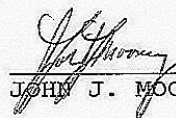
- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

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

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

(REVISED 4/20)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Name of Company: _____

Name of Highest Official: _____

Title: _____

Signature: _____

SCHEDULE OF MINORITY CONTRACTOR AND/OR SUPPLIERS

THIS FORM IS TO BE COMPLETED BY BIDDERS

Name of Minority Business Firms And Agent's Name	Specify type of Work to be Done	Dollar Amount of Participation (Minimum of 10% Of Total Amount
---	--	---

The Atlantic City Municipal Utilities Authority requires that:

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

BIDDERS SIGNATURE: _____ DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

(Signature)

(Date)

(Name and Title of Signer – Please Type)

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

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 SOLICITION, 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).

(Signature)

(Date)

(Name and Title of Signer – Please type)

AFFIRMITIVE ACTION EMPLOYEE INFORMATION REPORT

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

Bidders Signature

Print or Type Name

TECHNICAL SPECIFICATIONS

SERVICE CONTRACT TECHNICAL SPECIFICATIONS

The scope of services to be provided in accordance with the below specifications.

I. ENGINE

A. LUBRICATION SYSTEM

1. Check oil level - * top off as required.
2. Inspect for evidence of dilution or contamination.
3. Inspect for leaks.
4. **Change Engine Oil Filters (Yearly)**
5. Check all Engine Controls (Governor, Linkages) for proper adjustment
6. Check and Record Oil Pressure at Operating Temperature
7. Check oil lube system inclusive of the engine and governor oil levels, oil heater, lines and connections.
8. **Changes the lube oil and filters during the full P.M. service (Annually)**
9. Check and record lube oil pressure fuel oil pressure and engine coolant temperature gauge readings.
10. Check for external leaks.
11. **Draw lube oil for analyses during the Full PM Service (Annually)**

B. FUEL SYSTEM

1. Check Fuel System for
 - a. fuel system day tank operation
 - b. fuel lines
 - c. connections
 - d. vents
 - e. main and day tank fuel levels
 - f. Quantity
 - g. Water or Foreign Material Contamination
2. Inspect Fuel Supply Manifolds for Leaks, Condition and Security
3. Check Operation Transfer Pumps
4. Inspect Engine Fuel Lines, Pump and Filters for Leaks, Condition and Security
5. Inspect and Lubricate Governor Actuator to Rack and Ball Joints
6. Check and Record Fuel Pressure
7. **Change fuel filter and water separator elements during the full P.M. service (Annually)**
8. Visually check fuel system injection pump, solenoid(s) check valves governor controls linkages
9. Check for external fuel lube oil leaks

C. AIR SYSTEM

1. Inspect Louvers and ductwork for condition and proper Operation
2. Inspect Air Filters for Condition and Security; Tighten Clamps and Brackets as Required *
3. Inspect Turbo Outlet Hoses and Pipes for Condition and Security, Tighten Clamps and Brackets as Required*

4. Inspect and Lubricate Blower By-Pass Actuators
5. Check bypass actuators and air box dampers.
6. Inspect and Lubricate Air Box Damper Operating Mechanism
7. Service Crankcase Breathers and Air Box Drains as Required
8. Check air intake piping hoses clamps,
9. Visually check air filter elements air box canisters, breathers, and crankcase ventilation systems

D. COOLING SYSTEM

1. Check Coolant Level; Top off as Required*
2. Check and Record Freeze Point Protection; and Ethyl Glycol (Antifreeze) as Required
3. Chemical Test Corrosion Protection, and Inhibitor as Required
4. Pressure Test to 15 PSI and Inspect for Leaks
5. Inspect Tension Fan Shrouds, Guards and Brackets for Condition and Security
6. Inspect Radiator Core for Cleanliness, Condition, and Security
7. Inspect Fan Drive Belt for Condition and Proper Tension and Adjust as Required*
8. Inspect and Lubricate Idler and Fan Drive Bearings (Check Condition and Security of Mounts, Brackets and Adjusters, Tighten Fasteners as Required) *
9. Inspect Coolant Hoses and Pipes for Condition and Security, Tighten Clamps as Required*
10. Check for external coolant leaks.
11. Check and Record Coolant Temperature Under Operation Conditions.
12. Check inhibitor level, louvers radiator air flow.
13. Check block heater, hoses, connections.
14. Check pressure test radiator cap.
- 15. Draw coolant for Analysis during full PM (Annually)**

E. EXHAUST SYSTEM

1. Inspect Exhaust Pipes and Flexes where Accessible, Tighten Clamps and Flange Bolts as Required*
2. Inspect Muffler Supports, Operate Drains
3. Check for external exhaust leaks.
4. Inspect Turbocharger Clamps and Brackets, Tighten as Required
5. Check exhaust system flex connection.
6. Check supports.
7. Check insulation.
8. Check rain cap.
9. Check Drain condensation drip legs.

F. ELECTRICAL SYSTEM (ENGINE)

1. Inspect Starter Cables, Wire and Connectors for Condition and Security; Tighten as Required*
2. Check and Record Starting Battery Float Voltage and Electrolytes Level & Specific Gravity
3. Check Battery Charging System - Charger for Proper Operation and Output
4. Load Test Starting Batteries to 450 amps/cell for 15 Seconds and Record Voltage
5. Inspect Electrical Control and Sensor Wire Terminations; Tighten as Required*
6. Check Operation of Jacket Water Heater, Control Thermostats and Pressure Disconnect Contractor
7. Prove All Engine Protective Devices

8. Load test Batteries
9. Clean battery post and terminals apply corrosion inhibiting film
10. Check batteries charging system, terminals and cables
11. Check electrolyte level and specific gravity

II. GENERATOR

A. MECHANICAL

1. Inspect and Sound Mounting Bolts
2. Inspect Drive Flex Fastening Bolts
3. Inspect Fan Guard for Condition and Security
4. Inspect Air Inlet Screen for Cleanliness, Condition and Security
5. Inspect and Lubricate Bearing as Required
6. Inspect Mechanical Connections for Tightness, Condition and Security as Required*
7. Visually check generator **bearings**
8. Check engine and generator instruments and meters for *proper operation*.
9. Check and test alarm sending units, pre-alarms, and safety shutdowns.
10. Check engine and generator mounting bolts and vibration isolators.
11. Check exciter assembly stator and field for cleanliness and integrity.
12. Check remote annunciator operation.

B. ELECTRICAL

1. CHECK and Record Residual, No Load and Full Load Volts
2. Inspect Exciter Assembly, Stator and Field for Cleanliness and Physical Integrity
3. Inspect Cable and Wire Termination at Generator for Condition and Security
4. Inspect Rotating Rectifier and Surge Suppressor for condition Connection and Mounting Tightness
5. Inspect End Bell Enclosure for Cleanliness and Device Interference
6. Check electrical system wiring connections and conditions.
7. Inspect lamps and fuses.
8. Visually check rotating rectifiers and surge suppressor
9. Check and record residual no load voltage.
10. Check voltage regulator and adjust if necessary.

III. CONTROLS

1. Visually inspect the switch internally
2. Check operation of auto start and remote internally
3. Check operation and accuracy of AC and engine instruments.
4. Check operation generator set associate indicators, lights and alarms.
5. Check and adjust as required * synchronized Kilowatt and reactive load sharing.
6. Check and adjust as required * system frequency and voltages.
7. Visually inspect generator breaker and bus bar connections for cleanliness and signs of overheating
8. Check transfer switch compartment and *components* for cleanliness, integrity, overheating and wear.
9. Evaluate time delay settings.
10. Check transfer switch exercise functions.

11. Perform start and stop functions from transfer switch with no load condition.

- * As Required

All readings **temperatures transfer**, and **retransfer times** Hour meter readings and discrepancies annotated and submitted with detailed report to the appropriate individual(s) following each round of service.

Emergency Adjustments Calibrations and Repairs

1. According to published manufacturer's specifications and recommendations
2. Where should it be published according to sound practices.
3. All parts and labor must be quoted prior to performing repairs.
4. Load Bank Testing
 - a. According to published manufacturer's specifications and recommendations.
 - b. Load Bank each generator.

CONTRACTOR CERTIFICATION REQUIREMENTS

The contractor must be authorized qualified and have adequate facilities to build and repair both engine generator sets.

1. Contractors must have field technicians with at least five years of experience on equipment to be serviced.
2. The contractor must have well stocked service vehicles and experienced mechanics available for all emergency calls.
3. Contractors must have 24-hour-a-day service available, 365 days a year, and offer guaranteed response time.
4. Contractor must have generator load banks available for generator load testing at full (rated) generator capacity.
5. The contractor must submit with their proposal a copy of a Certificate of Insurance.

EQUIPMENT DESCRIPTION

- | | | |
|----------------------------|----------------|-----------------------------|
| 1. ONAN #5 | S/N20371 | M/N 0649 |
| 2. PUMP #5 | S/N12VA25076 | |
| 3. PUMP #6 | S/N12VA15870 | M/N 7124-3202 |
| 4. PUMP #7 | S/N12VA31210 | M/N 7124-3002 |
| 5. LL GEN | S/N16701003357 | M/N 12V1600G80S |
| 6. WELL #14 | S/N186165 | JOHN DEERE |
| 7. WELL #25 | S/N301982 | JOHN DEERE |
| 8. WELL #16 | S/N25135373 | M/N N495PG130 |
| 9. WELL #17 | S/N25135375 | M/N N495PG130 |
| 10. WELL #18 | S/N25135376 | M/N N495PG130 |
| 11. WELL #19 | S/N25135372 | M/N N495PG130 |
| 12. WELL #20 | S/N25135169 | M/N N495PG130 |
| 13. WELL #21 | S/N25135709 | M/N N495PG130 |
| 14. WELL #22 | S/N25135374 | M/N N495PG130 |
| 15. WELL #23 | S/N25135707 | M/N N495PG130 |
| 16. WELL #24 | S/N25134592 | M/N N495PG130 |
| 17. STANDPIPE PUMP STATION | | CUMMINS DIESEL S/N 35054084 |

PROPOSAL AND BID DOCUMENTS

PROPOSAL FORM

MAINTENANCE CONTRACT ON AUXILIARY POWER GENERATOR ENGINES AT WATER TREATMENT PLANT/PUMPING STATION FACILITY

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

DATE: _____

SIR/MADAM:

The undersigned proposes to provide the services for work required for the MAINTENANCE CONTRACT ON AUXILIARY POWER GENERATOR ENGINES AT WATER TREATMENT PLANT/PUMPING STATION FACILITY OF THE ACMUA IN PLEASANTVILLE, NJ, in accordance with the Advertisement, Instructions to Bidders and Specifications for same attached hereto at the following unit prices. This proposal shall serve as a two (2) year service agreement:

ITEM NO.	QUANTITY	EQUIPMENT LOCATION / DESCRIPTION	UNIT PRICE	TOTAL
1.		HIGH LIFT LIGHTING GENERATOR ONAN #5 MD#AF860795884 S/N20371 M/N 0649		
	2	Annual Preventive Maintenance (1 yearly)	\$_____	\$_____
	2	Annual Inspection (1 yearly)	\$_____	\$_____
2.		HL PUMP #5 DETROIT MD # 12V71 S/N12VA25076		
	2	Annual Preventive Maintenance (1 yearly)	\$_____	\$_____
	2	Annual Inspection (1 yearly)	\$_____	\$_____
3.		H L PUMP #6 DETROIT S/N12VA15870 M/N 7124-3202		
	2	Annual Preventive Maintenance (1 yearly)	\$_____	\$_____
	2	Annual Inspection (1 yearly)	\$_____	\$_____
4.		H L PUMP #7 DETROIT S/N12VA31210 M/N 7124-3002		
	2	Annual Preventive Maintenance (1 yearly)	\$_____	\$_____
	2	Annual Inspection (1 yearly)	\$_____	\$_____
5.		LOW LIFT GENERATOR MF MTU S/N16701003357		

	M/N 12V1600G80S		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

6.	WELL #14 JOHN DEERE		
	S/N186165		
	M/N 6414TF001		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

7.	WELL #25 JOHN DEERE		
	S/N RG6466A301982		
	M/N 6466AF-00		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

8.	WELL #16 ONAN		
	S/N25135373		
	M/N N495PG130		
	GEN/M/N AP 70DC		
	S/N 149501707C		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

9.	WELL #17 ONAN		
	S/N25135375		
	M/N N495PG130		
	GEN/M/N AP 70DC		
	S/N 149501708C		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

10.	WELL #18 ONAN		
	S/N25135376		
	M/N N495PG130		
	GEN/M/N AP 70DC		
	S/N 149501709C		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

11.	WELL #19 ONAN		
	S/N25135372		
	M/N N495PG130		
	GEN/M/N AP 70DC		
	S/N 1495017030C		
2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____

	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
12.		WELL #20 ONAN S/N25135169 M/N N495PG130 GEN/M/N AP 70DC S/N 149501731C		
	2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
13.		WELL #21 ONAN S/N25135709 M/N N495PG130 GEN/M/N AP 70DC S/N 149501748C		
	2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
14.		WELL #22 ONAN S/N25135374 M/N N495PG130 GEN/M/N AP 70DC S/N 149501729C		
	2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
15.		WELL #23 ONAN S/N25135707 M/N N495PG130 GEN/M/N AP 70DC		
	2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
16.		WELL #24 ONAN S/N25134592 M/N N495PG130 GEN/M/N AP 70DC S/N 149501752C		
	2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
	2	Annual Inspection (1 yearly)	\$ _____	\$ _____
17.		6 MILLION GALLON STANDPIPE PUMP STATION CUMMINS M/N LTA10-G1 DIESEL S/N 35054084 GENERATOR M/N DFAB-5551513		

S/N C020341972

2	Annual Preventive Maintenance (1 yearly)	\$ _____	\$ _____
2	Annual Inspection (1 yearly)	\$ _____	\$ _____

18. 200 HOURS TECHNICIAN – PREVAILING WAGE RATE
PER HOUR FOR EMERGENCY,
MISCELLANEOUS REPAIR AND
MAINTENANCE SERVICES _____ per hr. \$ _____

19. PARTS/MATERIALS **\$10,000**

20. Rate Per Percentage Discount on
Parts and Materials Utilized for
Repairs _____ %

21. Load Bank Testing _____

AMOUNT OF BID: \$ _____ Total

BID IN WORDS: _____ DOLLARS _____ CENTS

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

Bidder's Signature

DATE: _____

FIRM:

BID DOCUMENT SUBMISSION CHECKLIST
Atlantic City Municipal Utilities Authority

PROJECT:

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

Required With
Submission of Bid
(Owner's checkmark)

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

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

Initial Each

(Bidder's Initials)

	1. Financial Statement prepared within the last twelve months	
X	2. Consent of Surety as to a Labor and Material Payment Bond	
	3. Statement of Compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber)(electrical) (local contractor license)	
X	4. Consent of Surety as to Maintenance Bond as required by <u>N.J.S.A. 40A:11-16.3b</u>	
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	
X	9. Compliance Certification Form	

COMPLIANCE CERTIFICATION FORM

REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

Vendors must submit the following with their proposals.

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.

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

Yes _____ No _____

Our company has a Certificate of Employee Information Report.

Yes _____ No _____

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

Yes _____ No _____

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

Name: _____

Signature: _____

Title: _____

Date: _____

Telephone No.: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

(Name of Local Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

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

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

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT DOCUMENTS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BIDDER PLEASE FILL IN THIS PAGE AND ALSO THE FOLLOWING PAGES

LIST OF SUBCONTRACTORS
AS REQUIRED BY N.J.S.A. 40A:-11-20
AND P.L. 1971, C 198

The Bidder shall list below all subcontractors to be used in the work for this contract to include outside transport services for vendors who are making deliveries.

Name of Bidder: _____
Signature: _____
Title: _____
Date: _____

BIDDER PLEASE FILL IN THIS PAGE

40A:11-20. Certificate of bidder showing ability to perform contract

There may be required from any bidder submitting a bid on public work to any contracting unit, duly advertised for in accordance with law, a certificate showing that he owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary. L.1971, c. 198, s. 20, eff. July 1, 1971

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 it's 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 incompletd 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 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)

SUPPLEMENT TO BID SPECIFICATIONS

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

Name _____

Address _____

Telephone no. and area code _____

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

Trading as _____

Telephone no. and area code _____

If the BIDDER is INCORPORATED, give the following information:

State under whose laws incorporated _____

Location of principal office _____

Telephone no. and area code _____

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

Telephone no. and area code _____

FAX no. _____

Name of CORPORATION _____

By _____

Title _____

Address _____

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

Name _____

Address _____

Telephone no. and area code _____

FAX no. _____

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 ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY IN MAKING THE AWARD

INSURANCE AND INDEMNIFICATION AGREEMENT

OWNER: Atlantic City Municipal Utilities Authority

CONTRACTOR: _____

EFFECTIVE DATE: _____ **EXPIRATION DATE:** _____

Section I – Indemnification:

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

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

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

Signature of authorized representative of contractor:

Date:

Ins. & Indemnification Agreement
INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

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:
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.

Coverage for the contractor shall not be limited (e.g. not just for "general supervision").

Coverage shall be provided to the owner on a primary, non-contributory basis.

Coverage shall include Completed Operations.

The contractor's Umbrella policy shall become primary to the owners General Liability policy.

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:



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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

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

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

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

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

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation 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

DOCUMENT

BID BOND

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

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF _____

COUNTY OF _____

I, _____ of the city of _____, in the State of,
_____ of full age, being duly sworn according to law on my oath depose.

and say that:

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

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

(Deponent's Printed Name and Title)

Subscribed and sworn to _____

before me this _____ day of _____, 20____,

Notary Public of _____

My Commission expires _____, 20____.

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