

ADVERTISEMENT

SEALED BIDS or proposals to Furnish and Deliver ACMUA REPLACEMENT VEHICLE FLEET PURCHASE BID to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, in strict accordance with the specifications adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on May 15, 2019 will be received at a Special Meeting of the Purchasing 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 on Tuesday, June 11, 2019, at which time and place such sealed proposals will be publicly opened and read.

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.

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.

Bids may be mailed or delivered to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, PO 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.

G. BRUCE WARD, EXECUTIVE DIRECTOR

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

INSTRUCTIONS TO BIDDERS

PROPOSAL RECEIVED

1. SEALED BIDS or proposals for FURNISHING AND DELIVERING ACMUA REPLACEMENT VEHICLE FLEET PURCHASE BID or an approved equal, Operations Distribution System Maintenance 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", and "Specifications" having endorsed on the envelope "Proposal for FURNISHING AND DELIVERING ACMUA REPLACEMENT VEHICLES or an approved equal and delivering Operations Distribution System Maintenance Facility of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ" 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 June 11, 2019 at 11:00 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 the stipulations within the specifications are strictly adhered to by the vender.

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 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.

ESTIMATED QUANTITIES

The estimate of vehicles to be furnished and delivered appear 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 actually 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.

EXECUTION OF CONTRACT

The successful bidder shall execute and deliver the contract in the manner described with in the "Notice to Bidders", "Instructions to Bidders", "Specifications", and "Proposal Form" and within the time specified.

TIME FOR COMPLETION OF ORDER

The successful bidder(s) will be required to furnish and deliver the contract vehicles in THIRTY (30) CALENDAR days from and after the date of a written notice of award from the Executive Director or his duly authorized representative for purchasing of equipment awarded by the Atlantic City Municipal Utilities Authority.

The attention of the bidders is especially directed to the provision of the contract which requires furnishing and delivering of the entire material ordered in writing by the Executive Director or his duly authorized representative within THIRTY (30) CALENDAR DAYS of the placing of such order by him. Liquidated damages in the amount of \$50.00 per day for each and every day of delay in completing the furnishing and delivering of each such order shall be paid to the Authority by the vendor/contractor as provided in the contract.

INTERPRETATIONS

If any person contemplating submitting bids for the material listed is in doubt as to the meaning of the design or shape of the material required he may submit a written request for an interpretation or more detailed description thereof. Any interpretation or detailed description so made will be only by addendum duly issued and a copy thereof mailed or delivered to each person receiving a set of proposal documents. The Board of Directors will not be responsible for any other explanation, interpretation or description which anyone presumes to make on behalf of the Authority before the expiration of the ultimate time set for the receipt of bids.

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.

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 specify the work to be done, without limitation and no extra compensation, beyond the amount payable for the vehicles which shall be ordered by the Authority and which shall be actually performed by the Contractor at the prices therefore to be specified by the successful bidder shall be due and payable for the entire work.

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

CONDITIONS

It is the obligation of the Vendor to have ascertained for themselves before submitting their proposal or bid all the facts concerning the materials and equipment specified within specifications, instruction to bidders, , advertisement and proposal form, all of which will form part of the contract.

The Authority assumes no responsibility whatsoever with respect to ascertaining for the Vendor, who agrees that they will make no claim and has no right to additional payment or extension of time for materials and equipment associated the specifications or any other consideration because of any misinterpretation or misunderstanding on their part of this contract because of any failure on their part to fully acquaint themselves with all conditions relating to the specifications.

The Contractor is to provide all new materials, tools, machinery and equipment to fully and in a thoroughly workmanlike manner complete the assembly and delivery in accordance with these 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.

No Conditional Bids or Exceptions will be accepted.

GUARANTEE

The vendor shall guarantee all equipment and components to be free of defects in material make-up, design in construction and that it will give continuous and efficient service under normal conditions for the duration of the warranty period, and to be free of flaws. The Vendor shall replace any and all items ascertained by the Atlantic City Municipal Utilities Authority to be flawed within forty-eight (48) hours after official notification of such.

The Contractor shall guarantee all equipment and components under this contract as to equipment, 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.

SUBMISSIONS

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 render a bid invalid. Such further information requested shall be in sufficient detail as to indicate conformance or non-conformance with the detail specifications. Should such information indicate non-conformance with detail specifications, then bid shall be considered informal and invalid.

EQUIPMENT

The Vendor shall be responsible for supplying and delivering at a minimum all necessary equipment, material and assembly with no exceptions to complete the technical specifications for the proper functioning of the ACMUA REPLACEMENT VEHICLES.

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.

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 same to the Contractor.

PAYMENT

Payment by the Authority for the ACMUA REPLACEMENT VEHICLES accepted under the contract shall be the unit price bid which shall include all costs for each vehicle, its 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 ACMUA REPLACEMENT VEHICLES and items delivered and accepted shall be made within thirty (30) days after the contractor has submitted a bill to the Executive Director based on the unit price bid with a properly executed voucher. (Printed voucher forms may be procured without cost from the office of the Atlantic City Municipal Utilities Authority) 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 equipment and trailer delivered 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.

G. Bruce Ward, Executive Director

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
FURNISHING AND DELIVERING
ACMUA REPLACEMENT VEHICLES FLEET PURCHASE (or an approved equal)

GENERAL REQUIREMENTS

SHIPMENT AND DELIVERY

The ACMUA REPLACEMENT FLEET VEHICLES must be delivered within Thirty (30) days of an order placed by the Executive Director or his designee.

INCLUDED IN THE UNIT PRICE BID

The unit price bid shall include the cost of all vehicle components, labor, material, equipment, machinery and whatever else is required for the manufacture, hauling, transportation, unloading, royalties for patents, patented articles, appliances, processes, combinations, means or things used in connection with the contract.

INSPECTION

The Executive Director may appoint such person or persons as he may deem necessary to inspect the materials and equipment to be furnished at the time of delivery. Final inspections shall be conclusive, except as regards to latent defects, fraud, or such gross mistake as amount to fraud. Final inspection and acceptance or rejection of materials or equipment shall be accomplished as promptly and practical as possible, but failure to inspect and accept or reject material or supplies shall not impose liability on the Owner for such supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

Defective workmanship, unsuitable material and equipment will be rejected notwithstanding that such equipment and materials may have been previously examined and accepted by the Executive Director or his inspector. No rejected equipment, material, part, machinery, or components shall again be offered for use on any of the items been offered to the Authority.

DELIVERY OF MATERIALS

The successful bidder shall deliver proposed materials or equipment as needed to any of the designated locations stated by the Atlantic City Municipal Utilities Authority at the time of purchase. The materials or equipment shall be available pursuant to the delivery time stated in the bid.

FAILURE TO MAKE DELIVERIES WHEN ORDERED

Should the contractor fail to make deliveries when ordered in accordance with the terms specified within the "Notice to Bidders", "Instructions to Bidders", "Specifications", and "Proposal Form" herein the Executive Director shall then have the right to procure the vehicles from the next bidder that is able to meet the terms herein specified. The Executive Director may reject, if he so desires, any proposals submitted by the Bidder if same are not delivered subsequent to the time of placing orders as specified in the specifications under the right herein reserved.

CONTRACT UNDER SUPERVISION OF EXECUTIVE DIRECTOR

The work of furnishing and delivering the ACMUA REPLACEMENT VEHICLES shall be under the supervision and to the satisfaction of the Executive Director or his designated representative.

NON-COLLUSION

Every bidder submitting a bid shall include an affidavit that no collusion exists between the bidder and any other potential or actual bidder for that same contract agreement, or any officer or employee of the contracting unit (**N.J.S.A. 40A:11-4**).

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person(s) to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person or fix the price or prices in the attached bid or of any other bidder. Or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Owner, or any person interested in the proposed contract.

PROOF OF BUSINESS REGISTRATION

The State of New Jersey enacted P.L. 2004, c. 57 requiring all business organization that do business with a local contracting agency to be registered with the Sate and provide proof of that registration to the contracting agency before the contracting agency can enter into a contract with the business.

Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. All bidders must submit a copy of their proof of registration with bids. Failure to submit proof of registration (Business Registration Certificate) is considered a mandatory rejection of bids.

RESERVATIONS AS TO AWARDS

The Authority reserves the right to award or reject the proposal of any bidder for any ITEM or subdivision thereof that does not meet the strict guidelines stated in the "Notice to Bidders", "Instructions to Bidders", "Specifications", and "Proposal Form" , or to reject any and all proposals if it deems it best in the public interest to do so.

PROPOSAL FORM

FOR FURNISHING AND DELIVERING

ACMUA REPLACEMENT VEHICLE FLEET PURCHASES (or an approved equal)

TO: BOARD OF DIRECTORS ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
ATLANTIC CITY, NJ

DATE: _____

GENTLEMEN:

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

The undersigned proposes to Furnish and Deliver ACMUA REPLACEMENT VEHICLES FOR FLEET in accordance with strict compliance with all items listed in the Instructions to Bidders and Bid Specifications for the Operations Distribution System Maintenance Facility of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ.

In accordance with the prices named in this proposal, at his own proper cost and expense; and in a first class, workmanlike manner; and in accordance with the "Notice to Bidders", "Instructions to Bidders", "Specifications" and "Proposal Form", 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 of the foregoing the undersigned proposes to do in accordance with such detailed directions and instructions as may be furnished from time to time by the Executive Director or his duly authorized representative, acting for the Atlantic City Municipal Utilities Authority.

For the following vehicle(s):

ITEM

NO.	DESCRIPTION	UNIT PRICE
-----	-------------	------------

1	(2) 2019 Ford Transit Connects XL Van Long Wheelbase No Windows	
---	--	--

- White exterior and Black Vinyl Seats
- Slide Doors right and left side of vehicle.
- Rear Doors Swing Out and No Glass Windows
- No glass behind driver.
- Shelving space on back wall in cargo area with drawers.
- Bottom Shelve Drawer full width of back wall (must be allowed to open as two single drawers) width 15" x depth 14".
- Next Shelve Drawer (above bottom drawer) full width of back wall with a depth of 4" (must be allowed to open as two single drawers).
- Next Shelve Drawers full width of back wall 5X5 individual drawers.
- Left side in cargo area place needed to secure a 5gal. (14x10) gas container.
- Right side in Cargo area place is need to secure a 2" water pump (21x16) with area to hang water suction and discharge hoses.
- Back up Camera

\$ _____

In Words: _____

2. **(1) 2019 Ford F150 XL Super Cab V8 4X2**

- 4 Doors
- Short Bed
- Dual Plug mounted to truck bumper, 7 Way Flat Pin and 4 Way Flat
- Pintle hook with 2" Ball
- White exterior and Black Vinyl Seats
- **Emergency Light Bar 35.5 Inch**
Directional flash patterns. (Left, Right, and Center Out)
32 High Intensity Leds Warning Lights Traffic Advisor Bar Yellow
Strobe Safety Lights with Cigar Lighter (35.5 Inch, Yellow)

\$ _____

In Words: _____

3. **(1) 2019 Ford Ranger XLT Super Cab 4X2**

- 4 Doors
- Short Bed
- Dual Plug mounted to truck bumper, 7 Way Flat Pin and 4 Way Flat
- Pintle hook with 2" Ball
- White exterior and Black Vinyl Seats
- **Emergency Light Bar 35.5 Inch**
Directional flash patterns. (Left, Right, and Center Out)
32 High Intensity Leds Warning Lights Traffic Advisor Bar Yellow
Strobe Safety Lights with Cigar Lighter (35.5 Inch, Yellow)

\$ _____

In Words: _____

4. **KNAPHEIDE 2019 Ford Super Duty F-350 DRW XL 2WD Reg. Cab 145" WB 60" CA & Chassis model # KC108H2094J**

- White Standard Paint and Black Vinyl Seats

Furnish and Install the Following New Ford F-350, Gas Powered with 60" Cab to Axle Measurement

- (1) 9ft KUVcc Utility Body with High Top Canopy, White
- (1) Install kit for Ford
- (1) Set pf LED Compartment Strip Lighting to be installed
- (1) Kit, Receiver Hitch with Maximum Trailer Weight of 12,00lbs.
Maximum Tongue weight is 2,400lbs. and 2.5" Receiver Tube (class V)
- (1) Galava Grip Bumper PHR with Pintle Hook Recessed
- (1) Directional LED Safety Light Bar mounted at the Top/rear of Vehicle
- (1) Interior Body Ladder Rack Mounting Kit (street side)
- (1) Yellow Beacon Strobe Light, Mounted front/top of vehicle for 360 degree view
- (1) Dual Plug mounted to truck bumper, 7 Way Flat Pin and 4 Way Flat
- (1) Grab Handle each side of bumpers
- (1) Jack hammer Holder rear compartment (street side)

- (1) Spare Tire & Jack \$ _____

In Words: _____

5. **2019 Ford f350 Chassis Cab Dump Truck**

- Standard equipment per specifications
- Regular Cab R2 Wheel Drive
- Dual Plug mounted to truck bumper, 7 Way Flat Pin and 4 Way Flat
- Pintle hook with 2" Ball
- White exterior and Black Vinyl Seats \$ _____

In Words: _____

Total of Items 1-5 \$ _____

In Words: _____

Name / Title of Official Submitting Bid:

Signature of Official submitting Bid:

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: _____

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.: _____

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:

INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

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

Commercial General Liability

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

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)

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

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

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

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

STATEMENT OF CORPORATE OWNERSHIP

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

BID DOCUMENT SUBMISSION CHECKLIST

Atlantic City Municipal Utilities Authority

PROJECT: **ACMUA REPLACEMENT VEHICLE FLEET PURCHASE BID PROCESS**

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)

X	1. Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u>	WAIVED
X	2. Statement of Corporate Ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	3. Supplement to Bid Specifications	
X	4. Schedule of Minority Contractors/Suppliers	
X	5. Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury	
X	6. Compliance Certification Form	
X	7. Insurance and Indemnification Agreement	
X	8. Certificate from Surety Company, pursuant to <u>N.J.S.A. 40A:11-22</u>	N/A
X	9. List of Subcontractors by Category, as required by <u>N.J.S.A. 40A:-11-16</u>	
X	10. Listing of Addendums Issued and Date	
X	11. New Jersey Business Registration Certificate (PL 2004 - C:57)	
X	12, Exhibit A 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	WAIVED
	2. Consent of Surety as to a Labor and Material Payment Bond	N/A
	3. Statement of Compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber) (electrical) (local contractor license)	
	4. Consent of surety as to maintenance bond as required by <u>N.J.S.A. 40A:11-16.3b</u>	WAIVED
	5. Submission of Non-Collusion Affidavit (this form must be notarized)	N/A
	6. Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment.	N/A
	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.	N/A

