

# CITY OF ATLANTIC CITY

## SOLICITATION OF BIDS

<b>For:</b>	<b>ENVIRONMENTAL REMEDIATION SERVICES</b> on an as-needed basis
	Date Issued: January 27, 2010

Event	Date	Time
Respondent's Questions Due Date	February 26, 2010	4:00 p.m.
Bid Submission Due Date	March 2, 2010	11:00 a.m.

Dates are subject to change. All changes will be reflected in Addenda to the Solicitation posted on the City of Atlantic City webpage.

**[www.cityofatlanticcity.org](http://www.cityofatlanticcity.org)**

Solicitation Issued By:

City of Atlantic City - Division of Planning  
1301 Bacharach Blvd. City Hall – Suite 506  
Atlantic City, New Jersey 08401  
Phone 609-347-5404 FAX 609-347-5345

Lorenzo T. Langford, Mayor

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 Background**

The City of Atlantic City Brownfields Task Force was established to provide a mechanism by which the City could begin the assessment of public and private property in an effort to uncover environmental contaminants which would inhibit or preclude redevelopment activities.

### **1.2 Purpose and Intent**

The City of Atlantic City is releasing this solicitation of bids (“Solicitation”) in order to engage one or more firms (the “Contractor(s)”) to provide environmental remediation services on an as-needed basis for real property located in Atlantic City, New Jersey. Neither the number nor the identification of properties that may be involved is known at this time. The Division of Planning makes no representation as to: (i) the actual number or identity of the parcels for which environmental remediation services will be required, or (ii) the timing and sequence of the need for environmental remediation services.

The City of Atlantic City intends to award a contract to the lowest responsible bidder whose bid conforms to the requirements of this Solicitation. The City reserves the right to reject any and all bids when it is determined by the City to be in its best interest. The City further reserves the right to waive minor irregularities in bids submitted in response to this Solicitation.

### **1.3 Bid Submission**

In order to be considered, sealed proposals shall be received by the date and time located on the cover page, to the City of Atlantic City Purchasing Board at its meeting to be held in the Council Chambers, 2<sup>nd</sup> floor – City Hall, Atlantic City, NJ or can be mailed or hand delivered on or before said date and time to the City Clerks Office, Room 704 – City Hall, Atlantic City, New Jersey by 11:00 a.m. prevailing time, **Tuesday, February, 23, 2010.**

Bidders are cautioned to allow adequate delivery time to ensure timely receipt of bids. The City of Atlantic City shall not be responsible for any failure of delivery services’ to deliver in a timely manner. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED “BID FOR ENVIRONMENTAL REMEDIATION SERVICES”, AND CONTAIN THE BID OPENING DATE AND BIDDER’S NAME AND ADDRESS.**

**Bids submitted by facsimile or electronically will not be considered.**

#### **1.4 Number of Bid Copies**

The respondent shall submit **one (1) complete ORIGINAL sealed bid**, clearly marked as the “ORIGINAL” bid and **five (5) full, complete, and exact copies** of the original bid.

A bidder failing to provide the required number of copies will be charged the cost incurred by the City in producing the requested number of copies.

#### **1.5 Questions and Answers**

The City will accept questions and inquiries pertaining to this Solicitation from all potential bidders electronically. Questions shall be directed to Keith B. Mills, at the following email address:

[kmills@cityofatlanticcity.org](mailto:kmills@cityofatlanticcity.org)

The cut-off date for electronic questions is indicated on the cover page.

The subject line of all e-mailed questions should say “Environmental Remediation Services- Bid Package Inquiry”.

**Any requested exceptions to the Services Agreement, appended as Attachment 2, shall be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in this provision of the Solicitation. Any amendment to the Services Agreement shall be determined by the City, in its sole and absolute discretion, with such determination to be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The City reserves the right to reject any and all proposed amendments to the Services Agreement. There will be no other amendments to the Services Agreement other than those agreed to by the City through issuance of any Question and Answer addendum.**

Bidders are **NOT** to contact the City directly, in person or by telephone, concerning this bid. All questions and answers will be posted by email.

#### **1.6 Addenda: Revisions to this Solicitation**

In the event that it becomes necessary to clarify or revise this Solicitation, such clarification or revision will be by addendum. Any addendum to this Solicitation will become part of this Solicitation and part of any contract award as a result of this Solicitation. **All solicitation addenda will be posted on the cityofatlanticcity.org web site.**

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

## **1.7 Bidder Responsibility**

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

## **1.8 Bid Opening**

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

## **1.9 Price Alterations**

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

## **1.10 Bid Errors**

A bidder may withdraw its bid prior to opening, by a request in writing to Keith B. Mills, Assistant Planning Director.

A bidder may submit a revised bid as long as the revised bid, clearly marked as such, is received as specified in Section 1.3 of this Solicitation.

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

All bid withdrawal requests must include the Solicitation title and the final bid opening date and sent to the following address:

City of Atlantic City Division of Planning  
1301 Bacharach Blvd. City Hall – Suite 506  
Atlantic City, New Jersey 08401  
Attn: Keith B. Mills, Assistant Planning Director

## **RE: BID WITHDRAWAL REQUEST**

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid, the City may seek clarification from the bidder to ascertain the true intent of the bid.

### **1.11 Joint Ventures**

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's bid. Authorized signatories from each party comprising the joint venture must sign the bid. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Disclosure of Political Contributions (c.51/EO 117) and Business Registration or Interim Registration must be supplied for each party to a joint venture.

### **1.12 Contents of Bid - Open Public Records Act**

Upon award of contract, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the OPRA, and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The City of Atlantic City reserves the right to make the determination and will advise the bidder accordingly. The location of any such information in the bid with such designation should be clearly stated in a cover letter.

THE CITY OF ATLANTIC CITY WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE BID.

### **1.13 Minimum Requirements**

All bidders submitting a bid must meet the following minimum requirements:

1. In order to remove any Underground Storage Tanks (USTs), respondent/bidder shall have a Subsurface Evaluators License or equivalent license.

2. All field employees of respondent/bidder shall meet the requirements of OSHA for training of personnel engaged in hazardous waste operations, 29 CFR 1910.120.
3. Respondent/bidder shall have at least 1 employee on site at all times that has 40-Hour HAZWOPER (Hazardous Waste Operations and Emergency Response).

## **2.0 SCOPE OF SERVICES**

When notified by the City of Atlantic City and/or its consultant , the Contractor will properly remove and dispose of:

1. Any USTs and all associated piping and controls; and
  2. Any contaminated soil, concrete, and/or other material which the City's consultant determines should be removed for purposes of remediating conditions encountered during the work.
- B. The work is potentially hazardous, and is regulated by New Jersey and federal law. The Contractor must know, understand and accept the safety and regulatory aspects of the work; and the Contractor must perform all aspects of the work safely and in compliance with all applicable local, state and federal laws and regulations.
- C. Any personnel performing work at the site must be trained for hazardous waste site operations in accordance with the United States Department of Labor, Occupational Safety & Health Administration's Safety and Health Standards.
- D. When notified to proceed with work at a site, the Contractor shall timely submit the following to the City and/or its consultant:
1. All permits required by the appropriate state and/or local agencies for removal and disposal of hazardous wastes.
  2. A copy of the EPA/NJDEP registration certificate for the Contractor's Waste Hauler.
  3. Material Safety Data Sheets (MSDS) for all products to be used by the Contractor during the work, copies of which shall be available at the subject site.
- E. Prior to commencement of the Work, the City will provide the Contractor with a copy of the Environmental Site Assessment ("ESA") for the site, for the purpose of apprising the Contractor of known or suspected tanks, contamination, and other concerns. The ESAs are not guaranteed to be totally accurate as to site conditions or to the extent of contamination. It shall be the responsibility of the Contractor to remove all tanks, all associated piping, contaminated soil, concrete, or other contaminated structures or materials found on each Site, as directed by the City's consultant, and to undertake any other necessary site remediation.

- F. The Contractor shall work in coordination with the City's consultant at all times. The Contractor shall not commence work until receiving an instruction to proceed from City's consultant. The Contractor shall commence the work within three (3) working days unless directed otherwise by the City or its consultant.
- G. The Contractor shall contact and coordinate with the State DCA and/or local construction official relating to the required inspection and construction schedule. All necessary permits must be obtained by the Contractor and be kept on display at the site.
- H. The Contractor shall supply all materials and equipment suitable in size and adequate in quality as may be required to accomplish the work in a safe, effective and legal manner.
- I. The Contractor shall dismantle, excavate and/or handle each tank, tank dispenser system, or other container in accordance with all applicable federal, state or local statutes, regulations and guidelines.
- J. The Contractor shall remove all contents of each tank, tank dispenser system, other container to its lowest draw-off point. The contents removed must be characterized and handled appropriately, including manifesting and disposal as hazardous waste if warranted. The Contractor shall comply with all applicable regulations regarding confined space entry prior to entering the tank.
- K. The Contractor shall clean, remove and properly dispose of each tank, tank dispenser system, drum or other container and all associated residues and liquids. The Contractor shall forward the tank manifest and all manifests for liquid and solid wastes to the Consultant prior to consideration of final payment.
- L. Once each tank, tank dispenser system, drum or other container is removed, the City's consultant will take soil and/or water samples as may be required to determine the extent of contamination, if any.
- M. The Contractor shall excavate the contaminated soils, concrete, foundations or other structures surrounding each tank, tank dispenser system, drum or other container and stockpile the contaminated materials as may be necessary.
- N. The Contractor shall exercise caution when excavating to prevent damage to nearby property, and shall keep unauthorized persons clear of the excavation.
- O. Any damage to utilities, piping, wiring, tanks or other structures not identified for excavation and/or removal shall be repaired by the Contractor at its own expense. In addition, any damage done to known tanks or other containers which causes environmental contamination will be the responsibility of the Contractor to clean up. In the event the Contractor encounters any underground facilities, utilities, piping, wiring, tanks, drums, containers or other structures not scheduled for removal, the Contractor shall immediately cease work, notify the City's consultant and await further instruction as to how to proceed.

- P. The Contractor shall excavate and properly dispose of all contaminated soil or other materials and/or groundwater, as determined by the City or its consultant. No excavation or off-site disposal of contaminated soil shall be performed except as directed and immediately supervised by the City or its consultant. The Contractor shall provide the City or its consultant with manifests for all materials removed from the Site that require manifesting by state and/or federal regulations.
- Q. All stockpiled contaminated soil or other materials shall be placed on, and covered with, plastic sheeting, which protection shall be maintained until the materials are disposed of off-site.
- R. The contractor shall remove from the site all contaminated soil and other materials within twenty-eight (28) calendar days after they have been excavated and stockpiled. The stockpiling of any contaminated soil or other materials for more than twenty-eight (28) calendar days shall result in a reduction of the fee paid to the Contractor for that particular site of **\$500.00 per day** or, at option of the City, and the City may cause the removal of the soil or other materials to be performed by others, the cost of which shall be charged to and assessed against the Contractor.
- S. Disposal of contaminated soil and other materials shall be at a properly licensed and authorized disposal facility to be selected by the Contractor and approved by the City, the Consultant, and the NJ Department of Environmental Protection prior to commencement of the work.
- T. Whenever possible, soil which has been excavated and found not to contain contamination (“overburden”) shall be stockpiled separately from contaminated soil, and used as backfill or spread throughout the work site, as directed by the City or its Consultant.
- U. The Contractor shall provide to the City or its consultant load slips for all backfill material delivered to the site and used by the Contractor.
- V. The Contractor shall maintain accurate records as to the number, size, type and location of every tank, tank dispenser system, drum or other container removed from the work site, and the contents of same, which shall be submitted to the City or its Consultant upon completion of the work.
- W. The Contractor shall maintain accurate records of the quantities of contaminated soil, concrete, debris or other materials removed from the work site, and the type of contaminants encountered, which shall be submitted to the consultant upon completion of the work.
- X. Following approval by the City or its Consultant and the NJDEP, the Contractor shall backfill the excavated area. Unless otherwise approved by the City’s Consultant and the NJDEP, backfill material will be a clean granular borrow excavation, Zone 3, as defined in Sections 203-204 of the New Jersey Department of Transportation (“NJDOT”) Standard Specifications (2007), free from organic impurities,

contaminants and other objectionable materials, and will be approved by the City or its Consultant prior to use. The City may require intermittent testing by the Contractor, at the Contractor's expense, to ensure compliance with this section.

- Y. Unless otherwise approved by the City's Consultant, all backfill shall be placed and compacted in compliance with Section 201.08(e) of the NJDOT Standard Specifications (2007). The Contractor shall demonstrate compliance with this specification to the satisfaction of the City and its consultant.
- Z. The Contractor shall attend project meetings as may be convened by the City during the course of the Contract to review the work and coordination and scheduling requirements.
- AA. The Contractor shall be responsible for providing all measures deemed necessary by the City of Atlantic City or any departments thereof, the NJDEP, and/or any other public body having jurisdiction over the work, to secure, enclose and/or protect the work, including, but not limited to, areas of open excavation, stockpiled soil, equipment, and materials stored at the work site.
- BB. The Contractor shall coordinate the work with the appropriate Atlantic City authorities, including (but not limited to) the Division of Planning, Health Department, City Engineer's Office and/or Police Department; and shall provide all required traffic control and work site containment safety and security measures for the work.

The foregoing list of services is not exclusive; the City and the successful bidder may agree in writing to amend or augment the services set forth above.

### **3.0 BID PREPARATION AND SUBMISSION**

#### **3.1 General**

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

#### **3.2 Bid Content**

The bid shall be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 – Cover Letter
- Section 2 - Organization Profile and Experience
- Section 3- Fee Schedule
- Section 4 - Forms

A. Cover Letter

All bidders should submit a cover letter that includes references to section(s) of the bid that the bidder would like to propose confidentiality or copyright designation. (Please See Section 1.12).

B. Organizational Profile and Experience

1. Respondent/bidder Profile and Experience

(A) Include the date the bidder was established. Give a brief history of the firm including organizational structure.

(B) Identify the number of employees of the bidder. The proposal shall include a listing of the total number of employees, an organizational chart and the firm's most recent annual report.

(C) A list identifying by name the employees to be assigned to perform on the City contract, accompanied by the employees' qualifications, experience and assigned responsibilities. Identify the person who would have primary responsibility for providing services to the City.

(D) Identify any state agencies, departments or authorities serviced by the bidder during the last three (3) years. For each project, provide the name of the state agency, department or authority, a narrative description of the project, the dates of the engagement and the name and contact information of the state employee responsible for overseeing the work of the bidder on that project.

(E) Provide at least three (3) references that your organization has provided environmental remediation services for in the last three (3) years with the name, address, telephone number and contact person of the reference.

ii. Other Qualification Information

(1) Identify all adverse determinations against the bidder or any of its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, state or federal laws or regulations.

(2) Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if the bidder provides services to the City of Atlantic City.

C. Fee Schedule

Refer to Section 5.11 of this Solicitation.

D. Forms

Refer to Section 5.0 of this Solicitation.

## **4.0 BID EVALUATION**

### **4.1 Bid Evaluation Committee**

Bids will be evaluated and ranked by an Evaluation Committee composed of at least five (5) representatives of the City of Atlantic City. The Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

### **4.2 Oral Presentation and/or Clarification of Bid**

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

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

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

### **4.3 Evaluation Criteria**

All bids will be reviewed to determine responsiveness. The City may reject non-responsive bids without evaluation, but may waive minor non-compliance.

### **4.4 Bid Discrepancies**

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

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

## 5.0 **FORMS THAT MUST BE SUBMITTED WITH BID**

- A. The forms listed below must be completed and submitted with the bid.
- (1) Signatory Page, Attachment 1
  - (2) Executed Services Agreement, Attachment 2
  - (3) Ownership Disclosure, Attachment 3 & 3A
  - (4) Disclosure of Investigations/Actions against Bidder, Attachment 4
  - (5) Notice of Intent to Subcontract, Attachment 5
  - (6) Subcontractor Utilization Form, Attachment 6
  - (7) Services Source Disclosure Form, Attachment 7
  - (8) Affirmative Action (Bidder must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Attachment 8, 8A, 8B, 8C, 8D & 8E
  - (9) Political Contributions Disclosure Form & Instructions, Attachment 9
  - (10) Non-Collusion Affidavit, Attachment 10
  - (11) Fee Schedule, Attachment 11
- B. The bidder must be properly registered to do business with the State of New Jersey as of the bid opening date, and must submit a copy of the bidder's NJ Business Registration Certificate with its proposal. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

**FAILURE TO SUBMIT ANY OF THESE FORMS MAY RESULT IN A BID BEING DEEMED NON-RESPONSIVE.**

### 5.1 **Signatory page**

The bidder shall complete and submit the signatory page appended hereto as **Attachment 1**, which shall be signed by an authorized representative of the bidder, evidencing the bidder's concurrence with all of the terms and conditions of this Solicitation. If the bidder is a limited partnership, the signatory page must be signed by a general partner. If the bidder is a joint venture, the signatory page must be signed by a principal of each party to the joint venture. Failure to comply may result in rejection of the bid.

### 5.2 **Services Agreement**

Bidders must execute and provide as part of its bid **Attachment 2**. The City of Atlantic City reserves all rights to reject any and all bids based upon exceptions taken to the proposed form of contract. Execution of **Attachment 2** is not to be construed as entering into a contract with the City but rather as a submission of an offer to contract with the City. **Any requested exceptions to the Services Agreement must be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in Section 1.5 of this Solicitation.**

### **5.3 Ownership Disclosure Form**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to, or accompany, the bid. Failure to do so may preclude the award of a contract. The Ownership Disclosure Form is appended hereto as **Attachment 3**.

### **5.4 Disclosure of Investigations/Actions Involving Bidder**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form appended hereto as **Attachment 4**.

### **5.5 Notice of Intent to Subcontract**

The bidder shall complete the attached Notice of Intent to Subcontract Form (**Attachment 5**) to advise the City as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

### **5.6 Subcontractor Utilization Form**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form, appended hereto as **Attachment 6**, must be completed and submitted with the bid.

### **5.7 Services Source Disclosure Form**

Effective August 3, 2005, all contracts primarily for services awarded by the City of Atlantic City shall be performed within the United States, except when the City certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. The intended awardee of a contract primarily for services with the City of Atlantic City shall disclose the location by country where the services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be performed in the United States. Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid a completed source disclosure form. The Services Source Disclosure Form is appended hereto as **Attachment 7**.

## **5.8 Affirmative Action**

Each bidder shall submit to the City of Atlantic City with its bid one of the following:

- Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- An employee information report (Form AA302) (**Attachment 8**).

## **5.9 Political Contributions Disclosure**

The bidder is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the City of Atlantic City. The Political Contributions Disclosure form is appended hereto as **Attachment 9**.

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

## **5.10 Non-Collusion Affidavit**

The bidder shall execute and submit the non-collusion affidavit (**Attachment 10**).

## **5.11 Fee Schedule**

The bidder must submit its pricing using the format set forth in the City of Atlantic City supplied Fee Schedule appended hereto as **Attachment 11**.

## **6.0 Contract Award**

The City will determine the length of the contract, be it one (1) year or two (2) years, based on the competitiveness of the bidder's fee schedule submitted for years 1 and 2 on Attachment 11.

**Attachment 1**

**CITY OF ATLANTIC CITY  
BIDDER SIGNATORY PAGE**

**BID SOLICITATION:** Environmental Remediation Services

**FOR INFORMATION:** Division of Planning  
1301 Bacharach Blvd.  
City Hall – Suite 506  
Atlantic City, New Jersey 08401

Email – [kmills@cityofatlanticcity.org](mailto:kmills@cityofatlanticcity.org)

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

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**Signature of the bidder’s authorized representative attests to the fact that the bidder has read, understands and agrees to all of the terms and conditions set forth in the Solicitation, including addenda. Failure of the bidder to hold prices firm or to meet other terms and conditions as defined in the Solicitation may result in the bidder being suspended or debarred from contracting with the City of Atlantic City.**

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

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**Signature**

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**Date**

## Attachment 2

### Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

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

(Referred to hereinafter as the “Contractor”)

THIS SERVICES AGREEMENT (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010 (the “Effective Date”), by and between the **City of Atlantic City** (the “City”), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Contractor identified above.

#### Background

A. In accordance with the City’s solicitation for bids released in January of 2010 (the “Solicitation”) and the Contractor’s response thereto dated \_\_\_\_\_ (the “Response”), and in accordance with City Resolution # \_\_\_\_ adopted \_\_\_\_\_, the City has selected the Contractor to provide services to the City as described in the Section 2 of the Solicitation (the “Services”).

B. The Contractor desires to accept the engagement to provide Services on an as-needed basis, as more particularly set forth in this Agreement.

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

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

2. The Contractor, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in Section 2.0 of the Solicitation.

3. (a) The City will make payment to the Contractor for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 11 of the Solicitation, entitled, “Fee Schedule”.

(b) The Contractor shall provide invoices with substantiating documentation, as reasonably requested by the City. All invoices must describe the Services performed,

referencing the task or part thereof outlined in the Contractor's Response. If the Contractor's Response or part thereof is based on an hourly fee, then the invoice shall show the hours spent, itemized by date and task. Any invoice that includes an expenditure line item must be accompanied by such documentation to substantiate the amount and necessity of such expenditure. All invoices must reflect the fees and rates as set forth in the Solicitation.

(c) The City shall not be obligated or liable under this Agreement to any party, other than the Contractor, for the payment of any monies or the provision of any goods or services. The Contractor shall be obligated to indemnify, defend and hold the City harmless pursuant to Section 14 hereof in the event of any such claim.

(d) The City shall remit payment to the Contractor within thirty (30) days of the date of the Contractor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless the City disputes the invoice, in which case, the City shall provide written notice of such dispute to the Contractor within twenty (20) days of the date the City received such invoice.

4. The Contractor shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under as more fully set forth in Attachment 8 of the Solicitation.

5. The Contractor represents and warrants, on behalf of itself and its employees, consultants, sub-consultants, contractors and subcontractors that:

(a) The Services shall be performed in a professional, workmanlike and competent manner in accordance with the standards of care and diligence normally practiced in the industry, and to the extent applicable, shall conform to the specifications, drawings, samples, other description, and terms and conditions contained or referenced therein; and in the event the Contractor fails to fulfill this covenant, the Contractor shall promptly re-perform and correct any Services not acceptable to the City upon its written request made at any time within one (1) year after the City's final acceptance of the Services. All costs incurred by the Contractor in performing such corrective work shall be the sole responsibility of the Contractor.

(b) The Services and the Contractor's performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, having jurisdiction to impose such requirements; and,

(c) The entity and they have the legal authority to enter into this Agreement and to perform the Services.

(d) (i) The execution of this Agreement and performance of the Services will

not violate any obligation to or rights of others including but not limited to, intellectual property rights such as patent, trademark, trade secret and copyright, under agreement or otherwise, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with the City of Atlantic City provided for herein.

6. The provisions of New Jersey's Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and the regulations promulgated there under (N.J.A.C. 12:60 et seq.) apply to this Agreement.

(a) The prevailing wage rate (as designated by the Commissioner of Labor) which can be paid to the workers employed in the performance of this Agreement, by trade, shall be as set forth in the Contractor's bid.

(b) The Contractor, and every subcontractor, is required to pay workmen in their employ covered by this Agreement not less than such prevailing wage for the applicable trade.

(c) If any worker employed by Contractor or any subcontractor has been paid at a rate of wages less than the prevailing wage required to be paid under this Agreement, the City may terminate the Contractor's or subcontractor's right to proceed with the Services, or part thereof as to which there has been a failure to pay required wages, and to prosecute the Services or part thereof to completion. The Contractor and his sureties (as applicable) shall be liable to the City for any excess costs occasioned thereby.

(d) The Contractor shall maintain certified payroll records, and provide such records upon City's request within ten days of the payment of wages as required under N.J.A.C. 12:60-5.1(c).

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

8. The Contractor shall maintain a thorough and complete record of its performance of the Services hereunder, including, without limitation, hours worked under this Agreement and the reasonable business expenses incurred in connection with the Services (the "Records"). Contractor shall maintain and make available for inspection the Records during the term of the Agreement and for three (3) years from and after the Termination Date. The City or its designee shall have the right, upon reasonable notice, during normal business hours to audit, inspect and copy the Records. For purposes of this Section 8, "Contractor" shall include the records of its consultants and its sub-consultants, contractors and subcontractors.

9. The initial term of this Agreement shall commence upon the Effective Date and shall expire \_\_\_\_\_ year(s) from said date, or earlier termination as provided herein (the "Termination Date"); provided however, that the Agreement shall remain in full force and effect for any Services requested by the City prior to and performed by the Contractor after the Termination Date ("Post Termination Services"). The City may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the Contractor. The Contractor shall be paid for work performed and accepted by the City until the close of business

on the Termination Date, or, in the case of Post Termination Services, the date of the City's acceptance of such services.

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

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

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

11. The Contractor shall procure, and require its contractors and sub-contractors to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the City of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 45 days prior written notice to the City by certified mail. The City of Atlantic City shall be named as an "Additional Insured" on those policies required under subsections (a) and (b).

(a) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance, which insurance shall include coverage for the liability assumed under this Solicitation in an amount not less than \$1,000,000. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

Moreover, such policy of insurance shall be endorsed so as to delete any exclusions applying to property damage liability arising from underground hazards relating to utilities, explosions and collapse of foundations. The policy shall include coverage for pollution liability, or alternatively, Contractor shall provide evidence of such coverage in accordance with subpart (d) herein-below.

(b) Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

(c) Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

(d) Pollution Liability Insurance: The minimum limits of liability shall be \$2,000,000 per occurrence/ \$2,000,000 aggregate. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed pollution liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

The Contractor shall furnish to the Authority, within ten (10) days of the effective date of this Agreement, Certificates of Insurance, together with declaration pages, in a form satisfactory to the City, evidencing that it has complied with this Section 11. The required Certificates of Insurance shall be filed with the City and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to City. Upon request, the Contractor shall furnish the City with a certified copy of each policy itself, including the provisions establishing premiums.

## 12. Rights in Work Product

(a) The City shall own all right, title, and interest in and to any Work Product (as hereinafter defined) produced by Contractor or its contractors, Consultants, subcontractors and sub-consultants under this Agreement, and Contractor agrees that such Work Product shall be deemed a "work made for hire". Contractor shall execute and deliver such instruments as requested by City to affect the City's rights in Work Product. To the extent that City's rights as outlined herein-above are limited in any manner at law or otherwise, Contractor hereby assigns to the City all right, title, and interest, including but not limited to, copyright and all copyright rights, in all Work Product created by Contractor in its performance under this Agreement and/or delivered to the City hereunder and shall execute any documents necessary to effectuate such assignment, and further grants to the City an irrevocable, fully-paid up, royalty-free license to use any Work Product provided to the City. Contractor warrants that it has the lawful right to grant the forgoing license to the City.

(b) In the event Contractor uses any individual who is not a full-time employee of Contractor or entity to perform any work required of it pursuant to this Agreement, Contractor shall require said individual or entity to sign an agreement containing identical wording as the

foregoing Section 12 (a) with the exception that word “Contractor” is to be replaced with the individual’s or entity’s name.

(c) The term “Work Product” shall mean all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, graphics, and source code, the City domain name and all derivatives thereof (under any existing or to be created web-suffix), and all web-based content on the City website. All Work Product furnished by the Contractor hereunder shall be and shall remain the property of the City.

(d) In the event of termination by either party for any reason, as provided under this Agreement, the City will have the right to receive, and the Contractor shall promptly provide to the City, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Contractor for the Services under this Agreement, notwithstanding any dispute regarding the amount to be paid under this Agreement. The foregoing provisions shall survive the term and termination of this Agreement.

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

The Contractor shall defend, indemnify and hold harmless the City of Atlantic City and its members, officers, employees, successors and assigns from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of (i) Contractor’s breach of any Environmental Laws, (ii) without limiting the foregoing, the treatment, release, threatened release, discharge, disposal, transportation of any asbestos, hazardous waste or related or contaminated substances or similar materials (collectively “Hazardous Materials”) including without limitation, any substances which are “hazardous substances”, “hazardous waste”, “hazardous materials” or “toxic substances” under any present or future state or federal law, ordinance or regulation, which are found in, on or under the Property; or (ii) the breach of any covenant (or representation or warranty) of the Contractor under this Agreement. Such indemnity shall include, without limitation: (a) the costs, whether foreseeable or unforeseeable, of any repair, cleanup or detoxification of the Property which is required by any governmental entity or is otherwise necessary to render the Property in compliance with all laws and regulations pertaining to Hazardous Materials; (b) all other direct or indirect consequential damages (including without limitation, any third party tort claim or governmental claim, fines or penalties against the City, its members, officers, employees, successors or assigns); and (c) all court costs and attorneys fees paid or incurred by the City or its members, officers, employees, successors or assigns.

As used herein, the term “Environmental Laws” means federal, state and local laws, ordinances, rules, regulations, court orders and common law related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq.; the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.; the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.; and such laws, ordinances, rules, regulations, court orders, judgments and common law which govern (A) the existence, cleanup and/or remedy of contamination on the Property; (B) the protection of the environment from spilled, deposited or otherwise emplaced contamination; (C) the control of hazardous substances or hazardous wastes; or (D) the use, generation, transport, treatment, removal, storage, discharge or recovery of hazardous substances or hazardous wastes, including building materials.

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

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

16. If any change occurs in the legal entity of the Contractor's organization, the Contractor shall immediately report such change to the City of Atlantic City.

17. While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of the City. The Contractor is not entitled to benefits of any kind to which City employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Contractor assumes full responsibility for the acts and/or omissions of the Contractor's employees or agents as they relate to performance of this Agreement. The Contractor assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to the Contractor and the Contractor's employees.

18. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Contractor without the prior written consent of the City. The Contractor shall not subcontract any services hereunder without the prior written approval of the City. All subcontracted services, once approved, shall be billed by the Contractor to the City at direct cost with no additional fees or markup.

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

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

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

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

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

**Witness:**

**CITY OF ATLANTIC CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Lorenzo T. Langford

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

Title: Mayor

[Contractor: Complete and sign below]

Witness:

\_\_\_\_\_  
Trade Name of Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

The within agreement approved as to form and execution.

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

By: \_\_\_\_\_  
Assistant City Solicitor

**Attachment 3**

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporations, limited liability partnerships, subchapter S corporations or any other business entity, shall be awarded a contract, unless prior to the receipt of the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporations or any other business entity, there is submitted in the bid package, a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or any other business entity.

Date \_\_\_\_\_

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

Check which business entity the bidder is:

- Corporation \_\_\_\_\_ Date Incorporated: \_\_\_\_\_
- Limited Liability Corporation \_\_\_\_\_
- Subchapter S Corporation \_\_\_\_\_
- Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Limited Liability Partnership \_\_\_\_\_
- Any other business entity: (Specify) \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
STREET ADDRESS                      CITY                      STATE                      ZIP

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
TELEPHONE#                      FAX#                      E-MAIL ADDRESS

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own (10) percent or greater interest therein.

NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

\_\_\_\_\_  
SIGNATURE OF BIDDER/DATE

## Attachment 3A

### **CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT**

#### **BIDDER SHALL COMPLETE AND SIGN THIS FORM AND SUBMIT WITH PROPOSAL**

**All bidders shall read and complete this statement where applicable, regardless of whether bidder is a corporation, partnership or sole proprietor.**

The provisions of N.J.S.A. 52:25:-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S Corporations.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation 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 partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a ten percent (10%) or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class.
3. If a corporation own all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that corporation.

**Bidder shall complete the Corporate/Partnership disclosure statement form on the following page.**

---

SIGNATURE OF BIDDER/DATE

The undersigned hereby agrees to execute and deliver a bond with some surety or guaranty company authorized to do business in the State of New Jersey, security to be approved by the City Comptroller, as surety for the faithful performance of the contract, and also for the payment of all lawful claims of subcontractors, material, men, laborers, persons, firms or corporations for labor performed, or materials, provisions, provender or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; the said bond to be in the penal sum equal to one hundred percent (100%) of the contract amount for the work as finally awarded, the said bond to be approved as to form and execution by the City Solicitor and do further agree to execute and deliver the contract, certificates of insurance and the said bond, duly approved as aforesaid, to the City Clerk of the City of Atlantic City, at his office in the City Hall, within ten (10) days from the date of the service of a notice to the effect that the contract has been awarded to the undersigned and in case of failure or neglect so to do the undersigned shall be considered as having abandoned the contract and in default to the City of Atlantic City to the amount of the certified or cashier's check or bid bond deposited with this bid, the same being not less than ten percent (10%) of the amount of the bid, but in no case in excess of \$20,000, which sum may be retained by the said City of Atlantic City as liquidated damages for such neglect or refusal, upon condition, however, that if this bid be rejected the said certified or cashier's check or bid bond shall be returned upon application to the City Clerk; and in case such contract and bond shall be executed and delivered by the undersigned in the manner and within the time above specified; the amount of said deposit shall be returned at the time of such delivery.

**AND DO** further admit and agree that this bid is made subject to all the provisions, conditions and statements in the Advertisement, Instructions to Bidders, and Specifications.

**Dated** the \_\_\_\_\_ day of \_\_\_\_\_ AD 2007.

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

BIDDER'S FIRM NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

**\*\*\*\*\* THIS SPACE NOT USED \*\*\*\*\***

\_\_\_\_\_  
SIGNATURE OF BIDDER/DATE

**Attachment 4**

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

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

**Investigation(s)**

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

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

**Litigation/Administrative Complaints**

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

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

**Attachment 5**

**CITY OF ATLANTIC CITY**

**NOTICE OF INTENT TO SUBCONTRACT FORM**

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

SOLICITATION TITLE: Environmental Remediation Services

BID OPENING DATE: \_\_\_\_\_

BIDDERS NAME, ADDRESS AND EMAIL:

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

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

\_\_\_\_\_ If awarded this contract, I will engage subcontractors to provide certain Goods and/or Services.

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

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

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

\_\_\_\_\_  
Authorized Signatory for Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 6  
CITY OF ATLANTIC CITY  
SUBCONTRACTOR UTILIZATION FORM**

**INSTRUCTIONS**

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

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

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

SOLICITATION TITLE: Environmental Remediation Services

BID OPENING DATE: \_\_\_\_\_

BIDDER NAME, ADDRESS AND EMAIL:

\_\_\_\_\_

\_\_\_\_\_

BIDDER CONTACT PERSON & PHONE:

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Authorized signatory for Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 7**

**N.J.S.A. 52:34-13.2 CERTIFICATION  
SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: \_\_\_\_\_

Contract: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the City of Atlantic City (the "City"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

**List every location where services will be performed by the Contractor and all Subcontractors.** If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Vendor	Description of Services	Performance Location or Reasons why Subcontractor services cannot be performed in USA
--------	-------------------------	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the City.

The City shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to written determination of the City that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the City, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the City to accept a proposal, with knowledge that the City is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

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

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

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

## Attachment 8

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, 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 or sex.

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

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

**PLEASE CHECK THE APPROPRIATE BOX:**

\_\_\_\_\_ **I HAVE A CURRENT NJ AFFIRMATIVE ACTION  
CERTIFICATE (PLEASE ATTACH A COPY TO YOUR BID)**

\_\_\_\_\_ **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN  
APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR BID)**

\_\_\_\_\_ **I HAVE COMPLETED THE ENCLOSED FORM AA302  
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**Attachment 8A**

**AFFIRMATIVE ACTION/CONTRACT COMPLIANCE REQUIREMENTS**

**BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF  
N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27 AND ORDINANCE NO. 24 OF  
1993**

ALL BIDDERS are required to submit the Schedule of Good Faith Effort for Utilization of Minority and Women Business Enterprise Program for Contractors and/or supplies.

ALL BIDDERS are encouraged to hire Atlantic City residents and use Atlantic City Contractor, Sub-Contractors and Merchants if awarded this contract.

ALL BIDDERS shall write the following office's for technical assistance before submission of this bid, if assistance is needed. All requests for assistance & responses thereto shall be in writing.

ALL BIDDERS that have received a NJ Certificate of Employee Information Report shall enclose a copy of same with this bid. All others must contact the Public Agency Compliance Officer (P.A.C.O.)

**City of Atlantic City  
City Hall  
1301 Bacharach Blvd  
Atlantic City, NJ 08401**

**Affirmative Action Office  
Room 406**

Barbara Camper, Affirmative Action Officer  
Americans with Disabilities Act (ADA Coordinator)  
Officer  
Telephone 609-347-5374  
Fax No 609-347-6817  
TTD 609-347-5270

**City Solicitor's Office,**

Public Agency Compliance  
Officer  
Telephone (609) 347-5540  
Fax (609) 347-5210

If awarded this contract your company/firm will be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Law against Discrimination in Public Contracts.

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SIGNATURE OF BIDDER/DATE

**Attachment 8B**

**SCHEDULE OF MINORITY BUSINESS ENTERPRISE (MBE)  
FEMALE BUSINESS ENTERPRISE (FBE)  
CONTRACTORS/SUPPLIERS**

ALL BIDDERS shall write to the Atlantic City Affirmative Action Officer for technical assistance before submission of this bid, if assistance is needed. All requests for assistance & responses thereto shall be in writing to Affirmative Action Officer, City Hall, Room 511, 1301 Bacharach Blvd, Atlantic City, NJ 08401

**BIDDER MUST COMPLETE THIS FORM AND SUBMIT IT WITH THEIR BID.**

FMBE STATUS: FBE \_\_\_\_\_ MBE \_\_\_\_\_ DBE \_\_\_\_\_ OTHER \_\_\_\_\_  
CERTIFICATION NO \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Other \_\_\_\_\_  
(If FMBE Status exclude Part I and Part II)

Consult Affirmative Action Bidder Instruction Sheet to complete this attachment.

**PART I: SCHEDULE OF MINORITY CONTRACTORS AND/OR SUPPLIERS**

Contractor to insert Name of Minority Business Addresses and Telephone Numbers	Specify type of work Break-down segments of work	Total Contract Dollar Amount to MFBEs w/minimum of 10%
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any substitution of a MFBE identified on this schedule must be for good cause and on written notice to the Affirmative Action Officer. Any substitution for MFBE Sub Contractors and/or suppliers must be by a certified MFBE Sub Contractor and/or Suppliers with the written prior approval of the Affirmative Action Officer.

**PART II: GOOD FAITH EFFORT EXTENDED**  
(Complete in event the above 10% minimum MFBE  
Contractors/Suppliers participation is not met)

**INSTRUCTION:** Fully explain all efforts taken to meet the minimum minority contractors and/or suppliers participation which should include: letters, phone calls, communications sent to minority firms, sources and/or contracts, etc. Documentation of all efforts will be required.

**MINIMUM GOOD FAITH CONDITIONS**

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

\_\_\_\_\_  
SIGNATURE OF BIDDER/DATE

**Attachment 8C**  
**AWARDING OF**  
**PROCUREMENT, PROFESSIONAL OR SERVICE CONTRACTING**  
**ONLY**

Once the successful bidder is identified (through the receipt of a copy of the resolution approved by the City Council of Atlantic City) then the contractor who has been awarded the contract must provide the Public Agency with one of the following:

- (A) If the contractor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.

A photo copy of the letter of approval is to be submitted to the Affirmative Action Office.

(or)

- (B) If the contractor has a Certificate of Employee Information Report.

A photo copy of the certificate is to be submitted to the Affirmative Action Office.

(or)

- (C) If the company has none of the above; the Public Agency is required to provide the contractor with an AA302 Affirmative Action Employee Information Report.

**Bidder must submit a copy of any of the above to the Public Agency Compliance Officer located in room 406, City Hall, 1301 Bacharach Blvd., Atlantic City, New Jersey 08401.**

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SIGNATURE OF BIDDER/DATE

## **Attachment 8D**

### **AMERICANS WITH DISABILITIES ACT**

#### **Contracting Language Equal Opportunity for Individuals with Disabilities**

The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT" 42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the preference shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of what ever kind or nature arises out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if, the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Contractor, its agents, servant, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

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SIGNATURE OF BIDDER/DATE

Attachment 8E

**BUSINESS REGISTRATION FOR CONTRACTS**

Effective September 1, 2004, all business organizations and individuals that do Business with the City of Atlantic City are required to be registered with the State of New Jersey and provide proof of that registration to the City of Atlantic City. This complies with the requirements of P.L. 200, C.57.

**THE CITY MUST HAVE PROOF OF REGISTRATION BEFORE ANY PURCHASE ORDER/T-VOUCHER CAN BE ISSUED. FAILURE TO INCLUDE A COPY OF THE CERTIFICATE IN ANY BID OR RFP IS A FATAL NO-CURABLE DEFECT.**

There is no charge to obtain a Certificate. Businesses can obtain a Certification by calling (609) 292-1730 or at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).

The Business Registration Certificate should not be confused with the Public Works Contractor Registration Act required for construction contracts or the Certificate of Authenticity.

**THE CERTIFICATE MUST BE SUBMITTED WITH THE BID PACKAGE.**

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SIGNATURE OF BIDDER/DATE

## Attachment 9

### Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (2008)

#### INFORMATION AND INSTRUCTIONS

##### For Completing the “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

###### Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

###### Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

###### Instructions for Completing the Forms

**NOTE:** Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

###### Part 1: VENDOR INFORMATION

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor’s business organization from the list provided.

**Address, City, State, Zip and Phone Number** -- Enter the vendor’s street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

#### Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

**NOTE:** Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

#### Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

**Check the box at top of page 2 if no reportable contributions have been made by the vendor.** If the vendor has no contributions to report, this box must be checked.

**Name of Recipient Entity** – Enter the full name of the recipient entity.

**Address of Recipient Entity** – Enter the recipient entity’s street address.

**Date of Contribution** – Indicate the date of the contribution.

**Amount of Contribution** – Enter the amount of the reportable contribution.

**Type of Contribution** – Select the type of contribution from the list provided.

**Contributor Name** – Enter the full name of the contributor.

**Relationship of Contributor to the Vendor** -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

**NOTE:** If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

#### Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

#### USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
  
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>
  
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
  
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
  
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
  
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
  
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

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<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- “**Candidate Committee**” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- “**State Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-4.
- “**County Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-3.
- “**Municipal Political Party Committee**” means a committee organized pursuant to N.J.S.A. 19:5-2.
- “**Legislative Leadership Committee**” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- “**Political Party Committee**” means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

### Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

### Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

<http://www.state.nj.us/treasury/purchase/execorder134.htm#state>. **NOTE:** *The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*

**Two-Year Chapter 51/ Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions**

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

**Business Type**      Corporation                      Limited Partnership                      Professional Corporation  
(Circle)              General Partnership                      LLC      Sole Proprietorship              LLP

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:

- (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
- (ii) Any State, county, **municipal** political party committee; OR
- (iii) Any **legislative leadership committee**.

b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
- (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE: Prior to November 15, 2008**, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Two-Year Chapter 51/ Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions**

Part 3: Disclosure of Contributions Made

**Check this box if no reportable contributions have been made  
by the above-named business entity or individual.**

Name of Recipient \_\_\_\_\_ Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

\_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

Contributor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please attach pages for additional contributions as necessary.

**Two-Year Chapter 51/ Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions**

**Part 4: Certification**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE A, B or C)

(A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B)  I am certifying on behalf of the above-named business entity only.

(C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

Attachment 10

**NON-COLLUSION AFFIDAVIT FORM**

STATE OF NEW JERSEY                    )  
  : SS:  
COUNTY OF                                )

I, \_\_\_\_\_,  
of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_,  
and the State of \_\_\_\_\_,

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

I am (Title) \_\_\_\_\_

Of the firm (bidder) \_\_\_\_\_

making a bid in response to the City of Atlantic City's January 2010 Solicitation for Bids for Environmental Remediation Services, and that I executed the said bid with full authority so to do; that the said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competition, in connection with the said Solicitation; and that all statements contained in the said bid and in this Affidavit are true and correct, and made with full knowledge that the City relies upon the truth of the statements contained in the said bid, in this Affidavit and in any statements requested by the City showing evidence of qualifications in awarding a contract based upon said Solicitation.

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

\_\_\_\_\_  
Authorized Signature

SWORN and SUBSCRIBED to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
COMMISSION EXPIRES

**ATTACHMENT 11**

**FEE SCHEDULE**

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

**Tank Disposal**

To remove, clean, and properly dispose of non-regulated underground storage tanks, including all associated piping, anchoring and concrete casing (if any), and removal and re-use of overburden.

<b>TANK REMOVAL</b>	<b>Price per gallon of tank for a 1 year contract</b>	<b>Price per gallon of tank for a 2 year contract</b>
Tanks, metal	\$	\$
Tanks, fiberglass	\$	\$

**Tank and Drum Residual**

<b>TYPE OF FUEL</b>	<b>Price per gallon for a 1 year contract</b>	<b>Price per gallon for a 2 year contract</b>
No. 2 heating oil	\$	\$
Gasoline	\$	\$
Waste oil	\$	\$
Oily contaminated soils	\$	\$
Oily contaminated semi-solid (Tank Bottom Waste)	\$	\$
Non-RCRA free liquids	\$	\$
RCRA free liquids requiring disposal at a hazardous waste facility	\$	\$

**Soil, Excavation, Removal & Disposal Per Ton**

	<b>Price for a 1 year contract</b>	<b>Price for a 2 year contract</b>
ID-27 Contaminated Soil (<30,000 ppm TPHC)	\$	\$
Oily contaminated soil not meeting the ID-27 criteria (>30,000 ppm TPHC)	\$	\$
Hazardous soil	\$	\$
Gasoline contaminated soil (D008,D018)	\$	\$
Soil contaminated with land banned contaminants requiring incineration or treatment	\$	\$

<b>Concrete Removal &amp; Disposal</b>	<b>Price per ton for a 1 year contract</b>	<b>Price per ton for a 2 year contract</b>
Clean Concrete	\$	\$
Contaminated Concrete	\$	\$

<b>Groundwater Disposal</b>	<b>Price per gallon for a 1 year contract</b>	<b>Price per gallon for a 2 year contract</b>
Contaminated groundwater	\$	\$

<b>Water Classification Testing</b>	<b>Price per sample for a 1 year contract</b>	<b>Price per gallon for a 2 year contract</b>
Waster classification testing	\$	\$

<b>Backfill</b>	<b>Price per ton for a 1 year contract</b>	<b>Price per ton for a 2 year contract</b>
Overburden removal and reuse (per ton)	\$	\$
Backfill and compaction certified fill (per ton)	\$	\$

<b>Monitoring Wells</b>	<b>Price per well for a 1 year contract</b>	<b>Price per well for a 2 year contract</b>
	\$	\$

Additional terms and conditions of compensation:

1. The unit prices shown on this form are inclusive of all related costs, including but not limited to supervision, all licenses, permits, shoring, fees for disposal of tanks and excavated materials, and all field and home office overhead and administrative expenses.
2. The City will not accept invoices for mileage, travel time and expenses, meals, lodging, accommodations, postage or other expenses or overhead unless agreed to in writing prior to the firm incurring such expenses.
3. To the extent that sub-contractors are engaged by the Contractor, the City shall not pay for any markup in the price for such services provided to the Contractor under its agreement with the City.

Name of Bidder \_\_\_\_\_ Signature

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

