



**ATLANTIC COUNTY UTILITES AUTHORITY
INSTRUCTIONS TO BIDDERS
AND TECHNICAL SPECIFICATIONS**

**RICHARD S. DOVEY, PRESIDENT
OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER**

BID NUMBER: 2022-WW-01

**BID TITLE: LEASE OF REAL PROPERTY AT 1701 ABSECON BOULEVARD,
ATLANTIC CITY, NJ 08401**

BID RELEASE DATE: MARCH 15, 2022

**BID OPENING DATE: APRIL 13, 2022
11:00 A.M., LOCAL TIME**

**Atlantic County Utilities Authority
6700 Delilah Road
Egg Harbor Township, NJ 08234-5623
Phone (609) 272-6950
Fax (609) 272-7333**

**MAILING ADDRESS:
Atlantic County Utilities Authority
P. O. Box 996
Pleasantville, NJ 08232-0996
www.acua.com**

THE ATLANTIC COUNTY UTILITIES AUTHORITY IS RESPONSIBLE FOR ENHANCING THE QUALITY OF LIFE THROUGH THE PROTECTION OF WATERS AND LANDS FROM POLLUTION BY PROVIDING RESPONSIBLE WASTE MANAGEMENT SERVICES. THE AUTHORITY IS AN ENVIRONMENTAL LEADER AND WILL CONTINUE TO USE NEW TECHNOLOGIES, INNOVATIONS AND EMPLOYEE IDEAS TO PROVIDE THE HIGHEST QUALITY AND MOST COST EFFECTIVE ENVIRONMENTAL SERVICES.

ATLANTIC COUNTY UTILITIES AUTHORITY

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ATLANTIC COUNTY UTILITIES AUTHORITY

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Atlantic County Utilities Authority will receive sealed bids, pursuant to the Local Public Contracts Law of the State of New Jersey, N.J.S.A. 40A:11-1 *et seq.* and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*, at the ACUA GEO Building-Second Floor Conference Room, 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623, Area Code 609-272-6950, as follows:

BID NO: 2022-WW-01

**BID NAME: LEASE OF REAL PROPERTY AT 1701 ABSECON BOULEVARD,
ATLANTIC CITY, NJ 08401**

**DATE AND TIME OF BID OPENING: APRIL 13, 2022
11:00 A.M., LOCAL TIME**

At the aforementioned date, time and place, said bids will be opened and read aloud.

Specifications and bid documents may be obtained online at the following web address <http://www.acua.com/bids.aspx> and may also be picked up at the office of the Purchasing Manager.

Bids must be submitted in duplicate, be made on standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and “**SEALED BID #2022-WW-01**”, addressed to **Oren R. Thomas, IV, Purchasing Manager**, at the address above. All bids must be accompanied by a certified check or bid bond in the amount of 10% of the total bid, not to exceed \$20,000.00.

The duration of the Contract will be for five (5) years with extensions as permitted by law, when in agreement to do so by both the awarded vendor and the ACUA.

All bidders must meet equal opportunity requirements of P.L. N.J.S.A 10:5-31 *et seq.* and N.J.A.C. 17:27, as described in the specifications. Bidders are responsible for affirmative action compliance.

Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the Authority. Such bids shall remain unopened and will be returned to the submitting entity upon request. The Authority is not responsible for the loss or destruction of any bid submitted to the Purchasing Manager before the time set for bid opening.

The ACUA reserves the right to reject all bids when the highest bid is not accepted.

The bid opening will be made available for viewing on Zoom at the following link:
<https://us06web.zoom.us/j/84000429280?pwd=eTY2M3IyUCs3cDViWVkrL1JxWnc1dz09>
Passcode: 188911

ATLANTIC COUNTY UTILITIES AUTHORITY
RICHARD S. DOVEY, PRESIDENT
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

**ATLANTIC COUNTY UTILITIES AUTHORITY
INSTRUCTIONS AND INFORMATION FOR BIDDERS**

1. All questions relating to technical aspects of the bid are to be directed in writing to the Authority Purchasing Manager unless specifically directed otherwise in the Specifications. **NO QUESTIONS WILL BE ANSWERED OVER THE PHONE.** Questions should be asked in consecutive order, from beginning to end, following the organization of the bid document. Each question should begin by referencing the page number and section number to which it relates. Bidders are advised that any questions related to substantive aspects of the bid, to the extent that the answer affects all bidders' ability to compete equally, may be distributed to all bidders who have picked up specifications. Any questions received (10) days prior to the bid due date cannot be answered.
2. Bidders shall use the forms provided by the Authority or true copies thereof. Substitute forms will not be considered conforming.
3. **All bids are to be submitted in duplicate.** All forms required in the Proposal must be completed and furnished as part of the Proposal, and may not be supplied, changed or supplemented after opening of bids. One copy of the Proposal shall contain all original signatures and the word "original" shall be written on the cover sheet of that copy. The word "duplicate" shall be written on the cover sheet of the duplicate copy. Where a document is required to be notarized, the original shall contain the notary's raised seal.
4. Bidders are required to complete the checklist and certification of proposal included as a part of this bid package. Completion and signature of this checklist indicates that the bidder acknowledges that the bid may be rejected for failure to complete any item except for those specifically indicated on the checklist as not required. If any item is designated "N/A" in the Checklist, that item is not required. If no such designation is present, the item is a required part of the bid package.
5. Bids must be received in a sealed envelope at the place for opening of bids before the designated time. Bids received after the indicated time will be returned unopened. No exceptions can be made for any reason, including failure of the Postal Service or of any carrier to make timely delivery of any bid package. Bids transmitted by any process that does not guarantee the integrity of the bid package (e.g. telefax or similar means that does not involve the use of a sealed envelope) cannot be accepted. **Mail is brought to the ACUA at approximately 12:00 pm daily and then sorted by department. Please take this into consideration when mailing bids via USPS.**
6. Prices and terms shall not be subject to adjustment or supplementation for any reason after opening of bids.
7. All prices shall be F.O.B. Destination, freight prepaid, delivered to the Atlantic County Utilities Authority at 1801 Absecon Boulevard, Atlantic City, NJ 08401-1712 and/or 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623 unless otherwise stated in the specifications.
8. No bid shall provide for State or Federal taxes of any kind or for interest on any amount due from the Authority to any bidder unless expressly permitted by the specifications. The Authority's normal practice is to make payment within 30 days of receipt of a properly certified and tabulated invoice and voucher. Sales made to any contractor of materials, supplies or services for exclusive use in the performance of this contract are generally exempt from the New Jersey Sales and Use Tax, N.J.S.A. 54:32B-8.22. Payment will be made only to the contractor.

9. The proposal amount shall be stated in both numerals and words (e.g. \$25,417.77 Twenty-Five Thousand Four Hundred Seventeen and 77/100 Dollars). In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern.

10. All proposals must be signed in ink by a responsible officer of the bidder with authority to make a legally binding commitment on the bidder's behalf. All corrections or erasures must be initialed by the bidder. By submitting a bid the bidder is binding itself to enter into a contract on award by the Authority and may not expressly, impliedly or by conduct reserve any right to withdraw any bid or to refuse for any reason to enter into an awarded contract.

11. The submission of a bid by any corporation shall constitute a warranty by the corporation to the Authority that it is authorized to do business in the State of New Jersey, that its corporate charter is in good standing, and that the persons executing bid documents have full authority to do so on the corporation's behalf.

12. All prices quoted shall be firm from the time of bid opening through the life of the contract and shall not be subject to increase for any reason during the contract term. Should the bidder reduce its prices for the bid item or items generally during the contract term, the price provided to the Authority shall reflect the price as reduced.

13. The Authority will assume, and by bidding the bidder warrants, that all items proposed meet all specifications unless the bidder takes specific written exception in its proposal. Where a delivery date is stated in the specifications, the bidder will be presumed to have agreed to provide the specified goods or services by that date unless explicitly stated otherwise in its proposal.

14. Bid bonds may be submitted either as surety bonds or as a *certified or cashier's check* for 10% of the amount bid, but not to exceed \$20,000. For purposes of contracts that contain multi-year terms or alternates, the bid bond shall be calculated on the highest amount bid, assuming that any extended or alternate term will be awarded. For example, the "amount bid" on specifications that allow the award of a two-year contract is the highest total that is bid for both years on any alternate, notwithstanding any reservation by the Authority of the right to award a one-year contract. Similarly, any performance security must be offered with reference to the highest amount bid. All sureties shall be licensed to do business in New Jersey. All checks shall have set forth as payee, and all sureties shall run in favor of, the "Atlantic County Utilities Authority." In the event that a certified or cashier's check is provided the bidder shall execute the form of guarantee included with this package. By submitting a bid, the bidder acknowledges that in the event he fails to enter into a contract upon an award of same, the entire amount of the check or bid bond shall be forfeited to the Authority as liquidated damages.

15. Bidders are required to use the prescribed forms for bid bond and consent of surety, which are provided as a part of this package. Substitute forms will not be accepted. Bidders are strongly advised to notify their bonding agents of this requirement. The issuing surety company shall supply with the bond a current Power of Attorney for its signatory on the bond. If the specifications do not call for the provision of performance and/or payment bonds on the part of the contractor, then the Consent of Surety portions of the combined bid bond/consent of surety form shall be of no effect.

16. The bidder to whom the award is made will be required to execute a written lease in a form prepared and approved by the Authority, containing terms, conditions, restrictions, limitations and provisions that shall be required and that are acceptable to the Authority, and to furnish appropriate surety

bonds as specified within ten (10) days after notification of the award of lease. If the bidder shall fail or refuse to sign a lease and provide necessary bonds within ten (10) days of the notification of award of lease and request therefore by the Authority, the Authority may execute upon the bid bond or take possession of the funds otherwise provided as bid security. In the event that a lease is signed and all specified bonds are supplied, the bid bond or check shall be returned to the bidder.

17. In the event that changes are to be made to any specification before the date for opening of bids, the Authority will publish an Addendum, as required by law, in the *Atlantic City Press* and will also provide copies of that Addendum to all prospective bidders by facsimile or certified mail. Bidders are encouraged to provide a fax number to the Authority if possible in order to further expedite the distribution process.

18. Bidders will not be permitted to supplement or amend bids after submission. Bidders may, however, withdraw and replace their original bid by physically collecting the bid(s) from the Authority, and substituting a complete new bid package, not later than 4:30 p.m. on the business day proceeding the time for opening of bids. Any representative of a bidder picking up a bid for purposes of withdrawal and replacement shall present proof of authority, on the bidder's letterhead, to do so. The substituted bid shall, in and of itself, conform to all bid requirements and shall have marked clearly on the outside the words "**Substitute Bid--Original Bid Withdrawn**" in order to avoid potential confusion. It is the bidder's responsibility to ensure that the first bid document has been completely withdrawn. Bidders in this situation are urged to attend the bid opening to ensure that the correct bid is opened. Materials from the first bid (e.g. bid bonds and required forms) will not under any circumstances be considered part of the substituted bid unless they are physically made a part of the substituted bid.

19. The original of all documents calling for signatures shall bear original signatures. Photocopied or otherwise non-original signatures will not be accepted, except that a Power of Attorney may contain the reproduced signatures of the authorizing officers of the surety company.

20. In the event of inclement weather or other emergent circumstances which may prevent the opening of bids at the scheduled date and time, the Authority will attempt to notify prospective bidders of the fact of rescheduling and as to any rescheduled time. In the event that the Atlantic County civil courts in Atlantic City are closed or if their opening is delayed (as announced on local radio stations), bidders may assume that all bid openings for that date have been postponed, notwithstanding the fact that the time for opening of bids may be after the delayed court opening time. If practicable, the Authority will post a sign at the entrance to its Administration and GEO Buildings announcing that the bid opening has been postponed and stating the rescheduled date and time. In the event of rescheduling the Authority shall retain all bids, unopened, for opening at the rescheduled date and/or time. The Authority will take such steps as it shall consider appropriate to notify all bidders of the rescheduled date and/or time.

21. The Authority cannot provide legal advice to bidders, nor are any of its officers or agents empowered to waive or modify any legal requirement either verbally or in writing. The New Jersey bidding statutes are contained at N.J.S.A. 40A:11-1 *et seq.*, and regulations adopted thereunder, and bidders are presumed to be familiar with their requirements. We have attempted to make these specifications comply with the Local Public Contracts Law in all respects. In the event of a conflict between the terms of these specifications and relevant statutes, the statutes shall control in all cases. Bidders with questions regarding legal requirements are strongly advised to consult their own counsel.

22. In the event that the goods or services to be purchased require that the provider possess any license(s) issued by the State of New Jersey or any other governmental body, the bidder warrants by the submission of a bid that it possesses all such licenses.

23. Pursuant to N.J.S.A. 40A:11-13, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the ACUA no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the ACUA, or the award of a contract.

24. Bid openings and results can be accessed on the ACUA webpage at www.acua.com/bids.

25. Pursuant to N.J.S.A. 40A:12-14, the contracting unit shall award the contract or reject all bids not later than at the second regular meeting of the governing body following the completion of the bidding, and, if the governing body shall not so accept such highest bid, or reject all bids, said bids shall be deemed to have been rejected. Any such award may be adjourned at the time advertised for not more than one week without readvertising.

26. Subsequent to bid opening, 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 Open Public Records Act, N.J.S.A. 47:1A-1, *et seq.*, 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 Authority reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The Authority will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Atlantic County Utilities Authority (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the bidder shall provide the Contracting Agency with its proof of business registration.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

TRUTH IN CONTRACTING

Bidder should be aware of the following statutes:

1. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
4. Bidder should consult the statutes or legal counsel for further information.

CONE OF SILENCE

Potential bidders/respondents and their agents must not communicate in any way with the ACUA Officers, Board of Commissioners, or any ACUA staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of Commissioners meets to authorize award. Such communication may result in disqualification.

DISCLOSURE OF CONTRIBUTIONS TO ELECTIONS

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

MAINTENANCE OF RECORDS

The Contractor shall maintain records of all lease payments for period of five (5) years from the date of final payment. Such records shall be made available to the ACUA and/ or the New Jersey Office of the State Comptroller upon request for purposes of conducting an audit, or for ascertaining information regarding dollar volume or number of transactions.

METHOD OF CONTRACT AWARD

The length of the lease shall be stated in the technical specifications.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the highest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the highest net bid. The owner may also elect to award the contract on the basis of unit prices.

The form of lease shall be provided by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a lease in the form required and approved by the ACUA within 21 days of the award, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the lease. In this case at its option, the Authority may accept the bid of the next highest responsible bidder. (N.J.S.A. 40A:11-24b)

**ATLANTIC COUNTY UTILITIES AUTHORITY
GENERAL INSURANCE AND INDEMNITY REQUIREMENTS**

INDEMNIFICATION REQUIREMENTS. The Successful Bidder hereby agrees to indemnify and keep indemnified, and hold and save harmless the Authority, its Directors, Officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them directly by reason of or in consequence of or in connection with any act or omission of the Successful Bidder in connection with its rights and obligations pursuant to the Lease. Notwithstanding the undertakings of this Paragraph, however, if either the Successful Bidder or the Authority shall be physically or legally prevented from performing their obligations under this Agreement, neither shall have any liability to the other for monetary damages.

INSURANCE REQUIREMENTS. The Successful Bidder agrees to maintain in full force and effect:

a) Comprehensive General Liability insurance written including personal injury liability coverage, broad form property damage liability coverage including coverage for all leasehold improvements. The minimum limits of liability carried on such insurance shall be \$1,000,000. each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$3,000,000 annual aggregate;

b) Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage;

c) Worker's Compensation insurance, in accordance with New Jersey statutory limits;

d) Employers Liability. The minimum limit of liability carried on such insurance shall be \$1,000,000.

The Successful Bidder agrees to furnish Certificate of Insurance to ACUA upon execution of the Lease, and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability insurance, name ACUA as an additional insured and, with respect to all policies shall state that in the event of cancellation, nonrenewal, or material change in the scope of any coverage, written notice shall be given to ACUA at least thirty (30) days in advance of such cancellation, nonrenewal, or change. Each policy shall be primary and not excess as to ACUA and shall be placed with a carrier "A-" VII or better, or its equivalent.

INSURANCE COVERAGE CHECK LIST

REQUIRED FOR ALL BIDS:

1. Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction endorsement required;
2. Best's Rating for all carriers: "A-" VII or better, or its equivalent;
3. Certificate must state bid number and bid title;
4. ACUA and its officials, agents and employees named as additional insureds other than on W/C and auto. This coverage is primary to all other insurance and/or self-insurance available to ACUA;
5. Workers' Compensation & Employers' Liability: New Jersey statutory limits, minimum \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease; employers' liability coverage \$1,000,000.
6. USL&H Employment: Statutory - if applicable to the project; and
7. CGL general aggregate is to apply per project. Items marked "X" are required to be provided if award is made to your company.

INSURANCE COVERAGE CHECK LIST (Continued)

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<u> X </u> 1. Worker's Compensation	Statutory limits of New Jersey \$100,000 accident; \$100,00 disease each employee \$500,000 policy limit
<u> X </u> 2. Employers Liability	\$1,000,000.00
_____ 3. USL&H Endorsement	Statutory
<u> X </u> 4. Commercial General Liability	Item Nos: 4, 5, 6, 8 & 11 require: <u>\$1,000,000.00</u> combined single limit for bodily injury and property damage each occurrence with <u>\$3,000,000.00</u> in the aggregate
<u> X </u> 5. Premises/ Operations	
<u> X </u> 6. Independent Contractors	
_____ 7. Products/Completed Operations	Two (2) year(s) \$1,000,000.00 aggregate
_____ 8. Contractual Liability	
_____ 9. Personal Injury Liability	\$1,000,000.00 each offense
_____ 10. XCU Coverage	
<u> X </u> 11. Automobile Liability	\$1,000,000.00 Bodily injury and Property Damage each incident (Items 11 & 12)
_____ 12. Owned, Hired & Non-Owned	
_____ 13. Motor Carrier Act End.	
<u> X </u> 14. Umbrella Liability	\$1,000,000.00 BI & PD & PERS Injury Unless other limits stated below \$_____ BI & PD & Personal Injury
_____ 15. Other Insurance Required	\$_____
_____	\$_____

The Authority and its officials, agents and employees are to be named as additional insureds on Commercial General Liability, and Umbrella if applicable. This coverage is primary to all other coverage the Authority may possess.

INSURANCE AGENT'S STATEMENT

I CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit, if applicable.

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

Occurrence []

Claims Made []

NAME OF INSURANCE AGENT

SIGNATURE

Date _____, 20__

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

NAME OF BIDDER

SIGNATURE

Date _____, 20__

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

PART 2 – ADDITIONAL INFORMATION:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PART 3 – CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	
Bidder:			

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Atlantic County Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **ACUA** to notify the **ACUA** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ACUA** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

ATLANTIC COUNTY UTILITIES AUTHORITY

BID GUARANTEE

NOTE: THIS FORM IS TO BE EXECUTED ONLY IF THE BIDDER IS PROVIDING A CERTIFIED OR CASHIER'S CHECK IN LIEU OF A BID BOND. IF THIS IS THE CASE AND PERFORMANCE AND/OR PAYMENT BONDS ARE REQUIRED BY THE PROJECT SPECIFICATIONS, THE PRESCRIBED CONSENT OF SURETY FORM MUST ALSO BE EXECUTED.

IF A SURETY BOND IS NOT PROVIDED, COMPLETE AND SIGN THIS GUARANTEE AND ATTACH CHECK FOR 10% OF THE AMOUNT BID, NOT TO EXCEED \$20,000.00.

Pursuant to N.J.S.A. 40A:11-21, I hereby certify, on behalf of the person or entity whose name appears below as the bidder herein, that if the contract is awarded to said person or entity it will enter into a contract therefore and will furnish any performance bond or other security required, if any, as a guarantee or indemnification of the Atlantic County Utilities Authority. A cashier's or certified check in the amount of 10% (Ten Per Cent) of the amount bid is attached hereto. I recognize, on behalf of the bidder, that if the bidder fails or refuses to enter into the contract and supply the required performance bond or other security said check will be forfeited to the Atlantic County Utilities Authority.

SIGNATURE OF BIDDER: _____ DATE: _____

NAME AND TITLE(PRINT OR TYPE): _____

BUSINESS ADDRESS: _____

ATTACH CASHIER'S OR CERTIFIED CHECK, PAYABLE TO "ATLANTIC COUNTY UTILITIES AUTHORITY" HERE.

ATLANTIC COUNTY UTILITIES AUTHORITY

BID BOND, CONSENT OF SURETY AND CONSENT OF SURETY ON BEHALF OF PRINCIPAL AND SUBCONTRACTORS

Information for Bidders and Sureties:

NOTE: The attention of both bidders and sureties is directed to P.L. 1995, c. 384, effective January 10, 1996. That statute requires that all sureties on public projects execute a Surety Disclosure and Certification at the time of submission of performance security. This form is not required as part of the bid submission but must be provided with any required performance and payment bonds. The statute also sets specific financial requirements with respect to sureties, which must be met as a condition of approval of performance or payment security.

1. This form of bond must be used by all bidders where bid and/or performance bonding is required by the Specifications or by statute.

The purpose of this combined bid bond-consent of surety form is to provide a standard bid bond and at the same time to avoid omission of required consents of surety.

2. The obligations of the surety under the "Consent of Surety - As to Principal" made a part of this Bond shall be legally effective if, and only if; the Specifications require performance and/or payment security to be provided. If this security is not required by the Specifications, by execution of this document the surety does not obligate itself to provide it. In the event that the contract to be awarded is governed by the provisions of N.J.S.A. 40A:11-16 with respect to listing of subcontractors, the "Consent of Surety - As to Principal and Subcontractors" shall also be effective whether or not the Specifications explicitly require performance security on behalf of subcontractors.

3. If a bidder chooses to provide a certified check in lieu of bid bond, the bidder is required to execute the Bid Guarantee also included in this packet.

4. If the bidder determines to provide a check in lieu of bid bond and the Specifications require performance, payment, or other contract bonding of any kind, the Consents of Surety must nevertheless be executed. This form, to the extent it is a bid bond but only to that extent, shall be superseded by the submission of a check and Bid Guarantee.

WHEREAS, the Principal,

(Name of bidder)

has submitted a bid on a public contract with the Atlantic County Utilities Authority as Owner, which contract is identified as Atlantic County Utilities Authority Bid No.

Subject matter of bid: _____

and the Surety,

(insert name of surety)

desires along with the Principal to provide certain bonds and certifications to the Owner as required by law and by the Specifications in the above Bid;

THEREFORE, the Principal and the Surety, intending to be legally bound, hereby provide the following to the Owner:

BID BOND (N.J.S.A. 40A:11-21)

THIS BOND, made this _____ day of _____, 20__,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety are held and firmly bound unto the Owner, in the penal sum of

\$_____ for the payment of which, well

(Fill in bond amount, 10% of bid
Not to exceed \$20,000.00)

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

WHEREAS, the Principal has submitted a bid as aforesaid to the Owner for the public contract identified hereinabove;

THEREFORE,

a) if the bid of the Principal referenced above shall be rejected; or

b) if said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish all required performance and/or payment bonds, and shall otherwise fulfill the obligation to enter into a contract created by the acceptance of said bid, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect, it being understood that the total obligation of the Surety under this Bid Bond shall under no circumstances exceed the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be in no way impaired or affected by any extension of time for acceptance of said bid and the Surety hereby waives notice of any such extension.

CONSENT OF SURETY - AS TO PRINCIPAL (N.J.S.A. 40A:11-22)

The Surety by its signature hereupon certifies to the Owner that in the event that the contract named in the preceding Bid Bond is awarded to the Principal named herein, it will become surety for all performance, payment, and other bonds required by the Specifications, in the full amount required by the Specifications. In the event that the contract shall be modified by duly authorized change order, the undertakings of the Surety with respect to bonding shall extend to the amount of any such change order(s) as well.

**CONSENT OF SURETY - AS TO PRINCIPAL AND SUBCONTRACTORS
(N.J.S.A. 40A:11-16)**

In addition to the foregoing Consent of Surety As to Principal, the Surety by its signature hereupon certifies to the Atlantic County Utilities Authority as Owner that the performance security which it has consented to provide hereunder on behalf of the Principal shall be provided on behalf of the Principal and all subcontractors, in accordance with N.J.S.A. 40A:11-16, in an amount sufficient in the aggregate (including any evidence of performance security provided by subcontractors separately) to provide to the Owner evidence of performance security on behalf of the Principal and any or all subcontractors, in an amount equaling but in no event exceeding the total amount bid.

**WARRANTY AS TO AUTHORIZATION TO DO BUSINESS
IN THE STATE OF NEW JERSEY;
COMPLIANCE WITH P.L. 1995, C. 384**

The Principal and the Surety, by their signatures on this document, warrant and represent to the Owner as follows:

a. that the Surety is licensed to do business in the State of New Jersey as of the date of signature and that the Surety has not been declared insolvent or bankrupt, nor has it filed or has it had filed against it proceedings in the State of New Jersey or any other State for dissolution or revocation of its authority to do business.

b. that it is familiar with and has reviewed the requirements of P.L. 1995, c. 384 with respect to qualifications of sureties and completion of the required Surety Disclosure Statement and Certification; that it meets all applicable requirements and qualifications of said statute; and

c. that it will, if the above-named Principal is awarded a contract hereunder, fully and timely execute the required Surety Disclosure Statement and Certification as to all performance and payment security.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals to this instrument the day and year first above written. By their signatures hereon, the individual signatories warrant they have sufficient authority to bind their principals as all representations and warranties contained herein, to this Bid Bond, and to the extent applicable under the Specifications, to the Consents of Surety, set forth above.

AFFIX CORPORATE SEALS IF APPLICABLE:

PRINCIPAL:

Dated:

_____ (L.S.)

SURETY:

Dated:

_____ (L.S.)

ATTACH POWER OF ATTORNEY

**ATLANTIC COUNTY UTILITIES AUTHORITY
LEASE OF REAL PROPERTY
PROPOSAL AND CERTIFICATION FORM
PAGE 1 OF 1**

The below-named bidder, having read and being familiar with the instructions to bidders and the Specifications, and intending to be legally bound hereby, submits the following proposal to the Atlantic County Utilities Authority:

INITIAL ANNUAL BASE RENT FOR LEASE OF DESIGNATED PARCEL¹:

\$ _____ (set forth full price in dollars)

(set forth full price in words)

CERTIFICATION

1. I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment nonconforming to the specifications.

2. I hereby certify that I have read the Proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

3. The required bid bond has been executed in favor of the Atlantic County Utilities Authority. I acknowledge, on behalf of the business entity submitting this proposal, that should the proposer fail to enter into a contract after award of same the bid bond or check submitted herewith shall be forfeited. I further state that I am authorized to execute this Proposal on behalf of my principal.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: _____ DATE: _____

NAME AND TITLE (PRINT OR TYPE): _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

FED ID NO.: _____

¹ Bidder understands and acknowledges that the Initial Annual Base Rent for Lease of Designated Parcel proposed by the Successful Bidder is subject to annual increases in the base rent calculated at two percent (2%) of the annual rent for the prior year as set forth in the Technical Specifications.

To be completed and signed below.

Return with bid.

ACKNOWLEDGEMENT OF ADDENDA

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

**ATLANTIC COUNTY UTILITIES AUTHORITY
BID CHECKLIST**

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- 1. **PROPOSAL AND CERTIFICATION FORM(S) – (SIGNED)** _____
- 2. **REQUIRED ELEMENTS AS LISTED IN TECHNICAL SPECIFICATIONS** _____
- 3. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (SIGNED)** _____
- 4. STATEMENT OF QUALIFICATIONS _____ N/A
- 5. **DISCLOSURE OF OWNERSHIP (SIGNED)** _____
- 6. **BID BOND/CONSENT OF SURETY ON REQUIRED ACUA FORM (FULLY EXECUTED WITH POWER OF ATTORNEY)** _____
- 7. CHECK, IF SUPPLIED IN LIEU OF SURETY BID BOND (CERTIFIED OR CASHIER'S CHECK) _____
- 8. IF CHECK IS SUPPLIED, BID GUARANTEE **(SIGNED)** _____
- 9. **RECEIPT OF ADDENDA FORM (SIGNED)** _____
- 10. BUSINESS REGISTRATION CERTIFICATE _____
(Not required with bid submittal)
- 11. PUBLIC WORKS REGISTRATION CERTIFICATE _____ N/A
(Not required with bid submittal – REQUIRED BEFORE CONTRACT AWARD)
- 12. ALL APPLICABLE WARRANTIES _____
- 13. W-9 FORM **(Please include a current copy with your submission)** _____ N/A

***ITEMS IN BOLD MUST BE INCLUDED WITH BID PACKAGE. FAILURE TO DO SO WILL RESULT IN BID BEING REJECTED.**

SIGNATURE

PRINT NAME AND TITLE

BIDDER NAME

ATLANTIC COUNTY UTILITIES AUTHORITY
TECHNICAL SPECIFICATIONS

BID NUMBER: 2022-WW-01

BID TITLE: LEASE OF REAL PROPERTY AT 1701 ABSECON BOULEVARD,
ATLANTIC CITY, NJ 08401

BID RELEASE DATE: MARCH 15, 2022

BID OPENING DATE: APRIL 13, 2022
11:00 A.M., LOCAL TIME

ACUA CONTACT: OREN R. THOMAS, IV, RPPO, QPA
Purchasing Manager

EMAIL: rthomas@acua.com

FAX: (609) 272-6936

Please refer to instructions to Bidders section for information regarding bidding forms and requirements. If there are any questions of a technical nature, contact the person named above.

**ATLANTIC COUNTY UTILITIES AUTHORITY
TECHNICAL SPECIFICATIONS**

The ACUA desires to lease a portion of that certain parcel of real property known as Lots 2, 3, and 4 of Block 741 on the Tax Map of Atlantic City, Atlantic County, New Jersey, also known as 1701 Absecon Boulevard, Atlantic City, NJ 08401, together with a portion of the buildings and improvements thereon as set forth in Exhibit A.

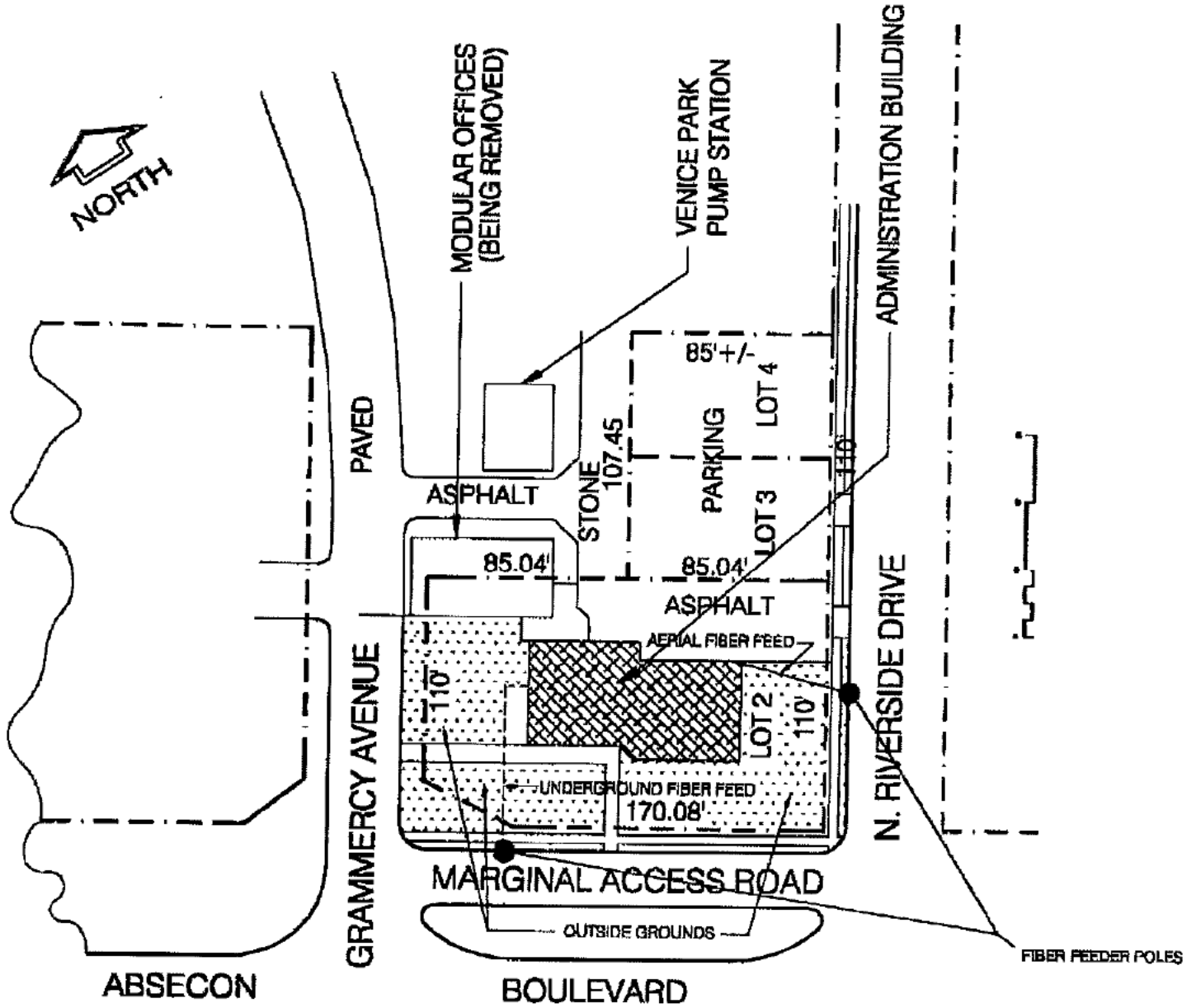
The ACUA wishes to fix a minimum rental and reserves the right to reject all bids where the highest bid is not accepted.

The minimum annual base rent for the lease of a portion of that certain parcel of real property known Lots 2, 3, and 4 of Block 741 on the Tax Map of Atlantic City, Atlantic County, New Jersey shall be \$64,620.00 to be paid in twelve (12) equal monthly installments of \$5,385.00, with annual increases in the base rent calculated at two percent (2%) of the annual rent for the prior year.

The lease shall be for a period of five (5) years and subject to the terms, conditions, restrictions and limitations set forth in Exhibit B and contained in the written lease agreement. *See N.J.S.A. 40A:12-13.8.*

The award of the lease shall be subject to the execution by the parties of a written lease in a form prepared and approved by the ACUA, containing terms, conditions, restrictions, limitations and provisions that shall be required and that are acceptable to the ACUA.

Exhibit A



EXISTING CONDITIONS PLAN
ATLANTIC COUNTY UTILITIES AUTHORITY
1701 ABSECON BOULEVARD
BLOCK 741 - LOTS 2,3, AND 4

REVISED: 9-18-01

EXHIBIT B

The following terms, conditions, restrictions and limitations shall apply to the ACUA's lease of a portion of that certain parcel of real property known as Lots 2, 3, and 4 of Block 741 on the Tax Map of Atlantic City, Atlantic County, New Jersey, also known as 1701 Absecon Boulevard, Atlantic City, NJ 08401, together with a portion of the buildings and improvements thereon as set forth in Exhibit A (the "Premises").

THE PREMISES: The entire parcel owned by the ACUA is hereinafter referred to as the "Land" and the portion of the Land to be leased is referred to as the "Premises." The Premises include approximately 4,032 square feet of office space with a maximum occupancy not to exceed state and local building and fire codes. Parking shall only be permitted in those areas of the Premises designated in the lease.

TERM: The lease of the Premises shall be for a period of five (5) years with the option to renew for up to a maximum of two (2) terms of no more than five (5) years each as set forth below. *See N.J.S.A. 40A:12-13.8.*

RENEWAL: Within the one hundred eighty (180) days following the fourth anniversary of the commencement of the lease, the Tenant shall have the option of submitting a written proposal to renew the lease awarded hereunder on a fair market value triple net lease to the ACUA. The ACUA, upon receipt of such notice and the proposed terms, shall have ninety (90) days to take formal action by Board resolution to accept or reject the proposal to renew the lease as submitted and negotiated. In the event a renewal of the lease is not awarded before the date that is three (3) months prior to the conclusion of the term of the lease, then the proposal shall be deemed rejected, and in that event, the ACUA reserves its right to advertise the premises as available for lease pursuant to the then governing laws of the State of New Jersey.

The same process shall be followed for any renewals subsequent to the first renewal term of five (5) years, except that the process shall commence within one hundred twenty (120) days of the fourth anniversary of each subsequent renewal.

RENT: The annual rent for the Premises shall be in the amount set forth by the Successful Bidder, and in no case less than \$64,620.00. Each year, the Rent shall increase by two percent (2%) of the annual rent for the prior year. (Ex.: If the first year's Rent is \$64,620.00, then Rent for year two = \$65,912.40; Rent for year three = \$67,230.65, etc.).

Rent shall be paid to the ACUA in twelve (12) equal monthly installments. Any monthly installment not paid within thirty (30) days of its due date shall be subject to a finance charge of 12% per annum (1% per month).

SECURITY DEPOSIT: The ACUA shall have the right, consistent with applicable law, to require a security deposit in such amount as deemed desirable by the ACUA at the inception of the lease.

USE: The use of the Premises shall be in compliance with all applicable laws, municipal land use and other ordinances, permits, licenses and governmental regulations. The Premises shall not be used, operated or maintained for any illegal purpose or in any manner which is outside the scope of permits and/or licenses lawfully issued to the tenant by any governmental entity, or for any use other than as an office. The Premises shall not be used for any purpose that is contrary to the safety, health and welfare of the community. The Tenant shall not be permitted to assign or sublease any portion of the Premises without the ACUA's prior written consent, which can be denied, withheld or conditioned in the ACUA's sole discretion and without a resolution of the ACUA approving such assignment or sublease in accordance with applicable law.

AS IS: The Premises shall be leased in "as is" condition, except with respect to any pre-existing hazardous materials or latent defects therein. The ACUA will not and shall not be required to make any alterations, modifications, or improvements to the Premises, unless it determines to do so in its sole discretion. The ACUA makes no warranties with respect to the fitness of the Premises for any intended

purposes of the Successful Bidder. At the end of the lease, the Premises shall be returned to the ACUA in the condition in which it was at the commencement of the lease, reasonable wear and tear excepted.

TAXES: To the extent there are any, the Successful Bidder shall be responsible for all real estate and other local, state and/or federal taxes assessed against the Premises.

UTILITIES: The Successful Bidder shall be responsible for all rents or charges for water, heat, electricity and other utilities used by the Successful Bidder.

INSURANCE: In addition to the minimum insurance requirements set forth in the GENERAL INSURANCE section above, the Successful Bidder shall be responsible at its sole cost expense for maintaining insurance for all improved portions of the Premises against loss by fire, flood, or other perils, including fire legal liability coverage, for the full replacement value of the improvements to the extent of its insurable interest. Said policy shall be without any requirement of co-insurance. The Successful Bidder also shall name the ACUA as an additional insured on all policies of insurance carried by the Successful Bidder that cover any operations of the Successful Bidder, its officers, agents, employees, licensees or contractors on the Premises, with a policy limit of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. The Successful Bidder shall provide a copy of the certificate of insurance naming the ACUA as an additional insured upon signing of the lease. The Successful Bidder also shall be required to provide evidence of insurance policy renewals to the ACUA on an annual basis.

Additionally, the Successful Bidder must provide a proof on an annual basis that it maintains worker's compensation coverage for its employees and shall at all times keep such coverage current.

Any further Insurance Requirements set forth in the bid packet, beyond those set forth in this Exhibit B to the Technical Specifications, are incorporated herein by reference.

INDEMNIFICATION. Except for losses directly caused by the negligence or willful misconduct of the ACUA or its agents, contractors, servants, employees, or licensees, the Successful Bidder must indemnify and hold the ACUA harmless from and against any and all claims, liabilities, judgments, fines and penalties, costs and attorneys' fees arising from the conduct or management of or from any occurrence

on or about the leased premises, arising from the negligence or other act or omission of the Successful Bidder or its officers, agents, contractors, servants, employees, or licensees.

Any further Indemnification Requirements set forth in the bid packet, beyond those set forth in this Exhibit B to the Technical Specifications, are incorporated herein by reference.

INSPECTION, MAINTENANCE AND REPAIR. The ACUA shall have no obligation to maintain or repair the Premises in any way whatsoever, except that the ACUA will maintain the exterior of the building at no cost to the Successful Bidder. The Successful Bidder shall be responsible for cutting the lawn and otherwise maintaining the outside grounds depicted on Exhibit A in reasonably good condition.

The ACUA and its agents, employees, and representatives shall retain the right to enter into and upon the premises during normal business hours upon reasonable prior written notice (or, in the case of emergencies, during such hours and upon such notice as may be reasonable under the circumstances, if any) for the purpose of examining the premises or, if the ACUA in its sole reasonable discretion deems it necessary, to make any repairs or alterations.

The Successful Bidder shall not store equipment or materials of any kind outside the building, will not park trailers on the Premises, and will not allow parking in any areas other than those designated in the lease.

No exterior signage or advertising will be permitted on the Premises.

IMPROVEMENTS:

No tenant improvement, or any renovations may be made to the existing Premises by the Successful Bidder without the prior written consent of the ACUA, which can be denied, withheld or conditioned in the ACUA's sole discretion. Subject to the prior consent of the ACUA as aforementioned, during the term of the lease, the Successful Bidder may, at its own expense, make such alterations to the Premises as shall be necessary to comply with the requirements of any governmental regulatory agency or which it shall deem desirable in its use of the Premises. The Successful Bidder's request to make any

such structural and/or cosmetic alterations shall be accompanied by drawings of the proposed change sealed by a New Jersey licensed architect. Any alteration, addition or change shall be made in a good and workmanlike manner, in compliance with all building, fire, and zoning codes and ordinances, and shall be aesthetically consistent with the surrounding commercial properties.

All improvements made to the Premises and any fixtures installed therein by the Successful Bidder shall become the property of the ACUA at the time the lease terminates, unless otherwise specifically agreed in writing by and between the ACUA and the Successful Bidder before the commencement of the lease. To the extent the removal of any fixtures is agreed, the Successful Bidder shall be responsible for ensuring that the removal takes place in a proper and workman like manner and that the area where the removal takes place is restored to a suitable condition for re-rental without additional expense to the ACUA.

Any contract between the Successful Bidder and a contractor for improvements to the Premises must contain a clause wherein the contractor, for itself and its subcontractors, covenants and agrees that no construction liens shall be filed against the Premises on account of any work done on the Successful Bidder's behalf. Should any such lien be filed against the Premises the Successful Bidder will be required to take all actions necessary to remove or satisfy any such lien within thirty (30) days of notice of the filing of any such lien.

NOTE: THE FOREGOING SETS FORTH GENERALLY THE MINIMUM TERMS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR THE LEASE OF THE PREMISES, BUT IS NOT AN EXHAUSTIVE LIST OR A DEFINITIVE OR COMPLETE STATEMENT OF ALL TERMS, CONDITIONS, RESTRICTGIONS, LIMITATIONS AND PROVISIONS TO BE SET FORTH IN THE WRITTEN LEASE AGREEMENT WITH THE SUCCESSFUL BIDDER.

THE AWARD OF THE LEASE SHALL BE SUBJECT TO THE EXECUTION BY ALL PARTIES OF A WRITTEN LEASE IN A FORM APPROVED BY THE ACUA.

To All Respondents:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the ACUA should be signed with original signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Oren R. Thomas, IV
Purchasing Manager, QPA

