



## **Atlantic County Utilities Authority**

### **Request for Proposals for Engineering and Design of an Ash Handling System at the Atlantic County Utilities Authority**

**Issued by:**

Atlantic County Utilities Authority  
Wastewater Division

**Date:**                   **March 3, 2016**

**Proposals Due:**      **March 29, 2016**

**ATLANTIC COUNTY UTILITIES AUTHORITY**

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that sealed responses will be received by the Purchasing Manager for the Atlantic County Utilities Authority on **March 29, 2016 at 4:00 PM** prevailing time in the GEO Administration Building, 6700 Delilah Road, Egg Harbor Township, NJ, 08234, First Floor then publicly opened and read aloud for the following:

**REQUEST FOR PROPOSALS - ENGINEERING AND DESIGN OF AN ASH HANDLING SYSTEM**

Specifications and RFP documents may be obtained online at the following web address <http://www.acua.com/rfps.aspx> and may also be picked up at the office of the Purchasing Manager of the Atlantic County Utilities Authority, 6700 Delilah Road, Egg Harbor Township, NJ, 08234 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

All RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

The Atlantic County Utilities Authority is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

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

## I. Introduction

The Atlantic County Utilities Authority (ACUA) owns and operates a Solid Waste complex in Egg Harbor Township, Atlantic County, NJ, known as the Howard F. Haneman Environmental Park, and a Wastewater Treatment Facility in Atlantic City, Atlantic County, NJ.

The Solid Waste facility is home to an active landfill, a recycling center, composting site, and ancillary facilities. Also on site is the ACUA's primary administration building, constructed in 1992, which features a closed-loop geothermal HVAC system. The site is home to a 5.4 MW landfill methane gas to electricity project which provides 100% of the power needs of the Park. The ACUA's solid waste complex is located at 6700 Delilah Road, in Egg Harbor Township, New Jersey. The site consists of approximately 360 acres with approximately 102 acres representing the landfill footprint.

The Wastewater Treatment Facility has been in operation since 1978 and services 14 communities in Atlantic County. It is home to the Jersey-Atlantic Wind Farm, a 7.5 MW wind farm that is privately owned and from which the ACUA purchases approximately 12 million kWh per year of electricity. In addition the facility also houses a 500 kW solar PV system. Solids generated from the facility are handled via two sewage sludge incinerators. The Authority is seeking engineering and design services to develop an ash handling system for the incineration process.

The ACUA is responsible to the residents of Atlantic County to be financially prudent and environmentally responsible.

## II. General Information

### A. Procurement Process

The ACUA is requesting proposals for **ENGINEERING AND DESIGN OF AN ASH HANDLING SYSTEM**. Proposals may be mailed or hand delivered to:

ACUA  
c/o: Purchasing Manager  
6700 Delilah Road  
Egg Harbor Twp., NJ 08234

Proposals must be submitted on or before March 29, 2016 by 4:00 PM. Late submissions will not be entertained. Proposals will not be accepted by facsimile transmission or e-mail.

### B. Issuing Office and Point of Contact

Oren Thomas, Purchasing Manager, is the ACUA contact and can be reached at:

Email: [rthomas@acua.com](mailto:rthomas@acua.com)  
 Mailing Address: PO Box 996, Pleasantville, NJ 08232  
 RFP reference: <http://www.acua.com/rfps.aspx>

**B. Limits of Liability**

The Authority assumes no liability for any cost incurred by proposers in responding to this RFP or in responding to any further request for interviews, additional information, etc. prior to the issuance of the contract.

**C. Type of Contract, Fees and Compensation**

The Authority is seeking to enter into an engineering and design contract to develop the requested ash handling system for its wastewater treatment facility incinerators.

**D. Project Dates**

The following schedule shows the dates for completion of the procurement process:

<b>Event</b>	<b>Date</b>	<b>Time</b>
RFP Issued	March 3, 2016	-
Site Visit	March 9, 2016	10:00 AM EST
Questions Due	March 11, 2016	4:00 PM EST
Proposals Due	March 29, 2016	4:00 PM EST
Award Contract	April 21, 2016	Target date
Start Work	May 2, 2016	Target date
Completion of Work	August 5, 2016	Target date

**E. Proposal Format**

There is no restriction to length of proposals; however, proposers are encouraged to be as concise as possible. All proposals should include:

1. Two (2) copies of a letter of transmittal and proposal shall be submitted to the ACUA.
2. Qualifications: The proposer shall submit the following information to demonstrate their qualifications to perform the services described in this RFP:
  - a. All pertinent company information including Name, Business Address, Type of Organization, Authorized Representative(s), Contact Information, etc.
  - b. Personnel including resumes or professional biographies of

Key Officers and other Project Team Leaders.

- c. Experience of the Firm(s) including years in business, years and type of experience in the industry, etc.
- d. Similar projects designed
- e. Organization chart.
- f. Financial qualifications.

### 3. Meetings:

A major component of all tasks in cooperation and interaction with the Authority on an as necessary basis. This shall include but not be limited to an initial kick-off meeting to discuss the essential goals of the project and continuous update on the status of the project throughout the term of the contract.

### 4. Evaluation Criteria:

The ACUA has established an evaluation committee that will work together to develop a score card to evaluate proposals. The score card will be established and approved by the Officers of the Authority prior to proposals being received.

The following criteria will be rated by the committee for each proposal. The proposal with the highest overall score will be considered the most advantageous to the Authority.

- a. Cost
- b. Specialized Technical Competence
- c. Capacity and Capability
- d. Past Record of Performance (Management Criteria)
- e. Familiarity with the Contracting Agency
- f. Presentation and Understanding of the Proposal
- g. Ability to Meet Project Deadlines

The final score card will be released to the proposers, in written form by the ACUA, upon request. Any contract that is entered into by the ACUA will be required to be presented to our Board Members for approval.

If any of the evaluation criteria is incomplete or fails to address the questions in the proposal, the evaluation committee may reject the proposal. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing their responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of the specific RFP and shall be signed by an

executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the proponent.

Technical and cost proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees, and similar subjects.

5. Clarification of the Proposal

- a. After the submission of proposals, unless requested by the ACUA, there will be no proposer contact permitted.
- b. After reviewing the proposals, the Evaluation Committee may ask one, some or all of the proposers to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

6. After the Evaluation has been Completed

- a. All materials are kept on file at the ACUA.
- b. The evaluation committee makes a formal recommendation to the ACUA officers and authorized staff. **Note:** An ACUA officer may sit on the evaluation committee depending on the type of project. The officer will make the recommendation along with the entire evaluation committee to the rest of the officers.
- c. The most advantageous proposal will be chosen by the evaluation committee based on the score card evaluation.
- d. The ACUA Officers and authorized staff may at this point accept, reject or modify the recommendation of the Evaluation Committee.
  - 1) For any proposal that is accepted, a resolution will be presented to ACUA's Board for their consideration.
  - 2) For all rejected proposals the proposers will be notified in writing.

F. Examination of Existing Operation, Information and Questions

Questions must be in writing and addressed to Oren Thomas before 4:00 pm EST on March 11<sup>th</sup>. A site visit is scheduled for 10:00 am EST on March 9<sup>th</sup>. Directions to the site are available on the ACUA web site ([www.acua.com](http://www.acua.com)). Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP document. Each question should begin by referencing the page number and section number to which it relates. Vendors are advised that any questions related to substantive aspects of the RFP, to the extent that the answer affects all vendors' ability to compete equally, may be distributed to all vendors who have picked up RFPs.

III. Project Description

A. General Description

The Authority operates a 40 MGD wastewater treatment plant located in the City of Atlantic City, New Jersey. Solids generated from the facility are handled via two multiple hearth sewage sludge incinerators. Emissions from both incinerators are controlled by variable throat venturi scrubbers, impingement tray scrubbers and afterburners. Ash is conveyed from each incinerator unit to roll-off containers located inside the operations building garage (for ultimate disposal off-site). The ACUA is seeking technology to meeting ash handling requirements and compliance with EPA Standards 40CFR60 subpart MMMM (as required under section 129 of the Clean Air Act).

B. Objective of and Benefit to the ACUA

This RFP is for engineering and design services. The intent of this project is to design an ash handling system to insure compliance with EPA Standards 40CFR60 subpart MMMM (as required under section 129 of the Clean Air Act). The design shall also consider building cleanliness and aesthetics. The new ash handling system shall meet fugitive ash emissions testing inside the building as well as to the atmosphere.

C. Responsibilities of Contractor/Scope of Work

The Contractor shall be responsible for providing all labor, supervision, materials, tools and services and all means necessary to complete the engineering design of an Incinerator Ash Handling System for its Bio-Solids Incinerators as specified herein, to replace the existing systems in their entirety.

The Contractor shall evaluate alternatives and design an ash conveyance

system to eliminate fugitive ash. The system will remove the ash from two outlets points on both Incinerator “A” and “B”. Only one incinerator will be used at a time, however for purposes of redundancy the system shall be designed to handle both incinerators. Each leg shall be isolated from the other for maintenance purposes. The system shall be designed to handle the full incinerator load from either of the two incinerator outlets.

The system will be complete with isolation valves, ash grinders, piping, electrical, instrumentation controls and complete sealed system. The system shall also include a method to dump the ash into ACUA supplied hoppers without creating any additional airborne ash.

The system will run from the Incinerator Buildings “A” and “B” to the Existing Ash Loading Building of Incinerator “B”. Modifications will be required for both the existing incinerators and the Existing Ash Loading Building. Included in design and engineering work the contractor shall provide an estimated construction cost for the proposed system.

ACUA staff is also open to alternative project designs, contractor will be asked to propose alternative system design when appropriate.

Upon completion of design and engineering work the contractor shall be responsible for providing consultation and review of construction bids submitted for the project.

#### D. Project Deliverables/Tasks

1. Attend Project Kickoff Meeting
2. System Evaluation/Recommendations memorandum or report
3. Fifty (50) percent engineering design drawings
4. Ninety (90) percent engineering design drawings including engineers estimate of construction costs
5. One hundred (100) percent bid ready engineering design drawings including technical specifications in AISC format (The ACUA will prepare the frontend portion of the specification and will be responsible for assembly and reproduction)

#### E. Construction Management Services

1. Assist with RFI/questions during the bid phase
2. Bid Review and recommendation
3. Shop drawing/submittal review for specification conformance
4. RFI clarification
5. Site Inspections during construction limited to 4 site visits (The ACUA will perform daily inspection of the project).

## F. Existing Equipment and Systems

1. Incinerator "A" (WWTP):
  - a. **Rating:** 25.5 dry basis tons per day of sludge
  - b. **Maximum Rating:** 2,446 dry basis pounds per hour of sludge
  - c. **Manufacturer:** BSP Envirotec
  - d. **Design:** Unit designed to handle sludge from ACUA and Regional/State needs for adequate sludge disposal.
  - e. **Operation:** Unit operates twice per year (typically March and September) during maintenance shutdowns of the "B" Incinerator. Shutdowns are approximately two weeks in duration.

The "A" incinerator utilizes a horizontal screw conveyor to move ash from the incinerator to a bucket elevator, which discharges into a second horizontal conveying screw at the top of the furnace. This second conveyor feeds to a storage hopper. The final transfer screw drains the storage hopper and feeds into the disposal bin (a small 5 cubic yard dump truck).

The "A" incinerator ash transfer path takes the ash out of the basement to the top of the incinerator, only to drop it back down to just above the main level for disposal. The drop downward through a mostly empty storage hopper (roughly 15 vertical ft.) can be expected to create a dust cloud within the tank. The ash dust is a fine enough material that it can, and does, permeate through any available crack or crevasse in the ash system when the air within the tank is displaced by incoming material.

The final conveying screw out of the storage hopper has water sprays to help control ash dusting while discharging into a disposal bin. There are 4 spray nozzles along its length, which spray water onto the ash. When the sprays are running, the incinerator room (due to leaks in the transfer system) appears to be more of an issue than the ash loading room. However, it is difficult to control the correct amount of water, and too much water makes removal from the truck difficult, therefore the sprays get limited use.

The horizontal surfaces near the top of the furnace are thick with a layer of ash, illustrating that the long journey upward, and the dump transfer generates a seemingly continuous supply of dust pouring out at all seal joints unsealed doors, and existing wear holes. This ash filters down through the furnace levels or becomes airborne

and permeates into the upper floors of the entire incinerator building.

2. Incinerator “B” (WWTP):

- a. **Rating:** 56.4 dry basis tons per day of sludge.
- b. **Maximum Rating:** 5,798 dry basis pounds per hour of sludge.
- c. **Manufacturer:** Combustion Systems Inc.
- d. **Design:** Unit designed to handle sludge from ACUA and Regional/State needs for adequate sludge disposal.
- e. **Operation:** Unit operates approximately forty-eight (48) weeks per year twenty-four (24) hours per day, seven (7) days per week. Normal shutdowns occur in March and September each year.

The “B” incinerator has two dry ash systems being fed from one outlet. A flow diverter at the incinerator discharge chooses which conveyor system to use, and ultimately which "roll off" ash disposal bin to load. Ash leaves the furnace and falls downward through the flow diverter toward the selected conveying system. Elevating screw conveyor(s) in each conveyor system feed a horizontal screw conveyor, which discharges into the ash disposal bin. The “east” system utilizes a standard screw; the “west” system utilizes a shaft-less screw to minimize clinker binding problems.

Each horizontal screw conveyor utilizes three (3) slide gate valves to enable discharging ash at three locations down the length of the bin. When filling the disposal bin, an operator can level the bin with a rake and move the dump to a new location within the bin by selecting the next opening.

The incinerator "B" system presently does not utilize any dust controls, such as ash conditioning, water sprays, dust collectors, flexible ash chutes, or bin covers to control dust.

G. New Jersey Environmental Infrastructure Trust Program

The Authority will be financing the design and construction of this project through the New Jersey Environmental Infrastructure Trust (NJEIT) program. To qualify for NJEIT funding the ACUA and its contractors must meet various requirements of N.J.S.A. 7:22-9 Awarding Contracts for State assisted projects to small business concerns owned and controlled by socially and economically disadvantaged individuals. The Authority will require contractors to meet these requirements such that the project will remain eligible for funding through the NJEIT. See Attachment A for the Authority’s SED Utilization Plan. See Attachment B for N.J.S.A.

Subchapter 9.

#### IV. State Purchasing Law Requirements

- A. **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. The mandatory equal employment opportunity language includes the following:**

##### Goods, Professional Services and General Service Contracts

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 American and Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

B. Business Registration

Note that all proposers must comply with the Business Registration requirements of the New Jersey Department of Community Affairs in accordance with **N.J.S.A. 25:32-44**. **Firms must submit prior to the award of the contract a copy of their New Jersey Business Registration Certificate. Failure to do so will be cause for rejection of the firm's Proposal.**

C. New Jersey Pay to Play Regulations

This contract will be subject to New Jersey Pay to Play regulations. Upon receipt of the current Candidate Committee List from the Atlantic County Clerk, the Authority will provide to the Contractor and the Contractor as soon as is reasonably possible will complete and submit a Business Entity Disclosure Certification which will certify that the Contractor has not made any reportable contributions to a political or candidate committee in the County of Atlantic (1) in the previous one year; (2) and from January, 2014 to the date of award; (3) that the contract will prohibit the Contractor from making any reportable contributions through the term of the contract.

D. 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.

E. Disclosure of Ownership Statement

Pursuant to Public Law 1977, c.33 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 Ownership Statement contained herein.

F. General Insurance and Indemnity Requirements

See Attached

**ATTACHMENTS:**

**Appendix A – ACUA SED Utilization Plan**

**Appendix B – N.J.S.A. Subchapter 9**

**Appendix C – General Insurance Requirements**

**Appendix D – Mandatory Equal Employment Opportunity Language**

**Appendix E - Disclosure of Investment Activities in Iran Form**

**Appendix F – Ownership Disclosure Statement**

**Appendix G – Receipt of Addenda**

**Appendix H - Checklist**

**ATLANTIC COUNTY UTILITIES  
AUTHORITY (ACUA)**

**SED UTILIZATION PLAN**

**REVISED: AUGUST, 2014**

# **ATLANTIC COUNTY UTILITIES AUTHORITY (ACUA) - SED UTILIZATION PLAN**

Project Name: ACUA Sewer Sludge Incinerator Improvements

Project Number: S340809-28

## **INTRODUCTION**

The Atlantic County Utilities Authority in its planning and construction of the Treatment Plant Resiliency project recognizes and declares that an equitable policy shall be implemented and shall not be inconsistent with the Socially and Economically Disadvantaged (SED) business.

## **SCOPE AND PURPOSE**

The Scope and Purpose of the SED Participation Plan is to establish procedures for providing opportunities for Socially and Economically Disadvantaged (SED) contractors and vendors to supply materials and services to the Atlantic County Utilities Authority for the construction of the Treatment Plant Resiliency project. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program. In addition, N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A-2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. This Plan also establishes the standards and procedures that will be applied and utilized by the Atlantic County Utilities Authority, in the awarding and making of contracts under its SED Program.

## **DEFINITIONS**

For the purpose of this Plan, the following definitions will apply to **Construction**. Refer to regulations 7:22-9.2

## **CONTRACTORS/SUBCONTRACTORS OBLIGATIONS**

1. This Plan, together with the requirements set forth by the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust, shall be a part of all bid packages for any contracts which are subject to the Atlantic County Utilities Authority program for construction of wastewater treatment facilities, and as provided for below:

- a. Not less than ten percent (10%) of the total amount of all contracts for construction, materials and equipment, or services for a project funded by the New Jersey Environmental Infrastructure Trust shall be awarded to SEDs.
- b. The ten percent (10%) SED utilization requirement shall be accomplished by the following:

Bids may be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements for subcontracting portions of the work to SEDs

Contractors also have the option of establishing unrestricted bidding procedures to fulfill the ten percent (10%) SED utilization requirement for the project

All Prime Contractors are required to submit a plan to the Atlantic County Utilities Authority regardless of whether they themselves are a SED, on their procedures to implement stated SED utilization goals set forth in this Plan by no later than thirty (30) days after notification that they are the lowest bidder on a contract and are being considered for the award of contract.

The ten percent (10%) SED utilization requirement shall be considered achieved only if SED firms provide then identified SIC product or services; for example, if a product is classified as: Fabricated Metal Products (SIC 3499), then the firm actually producing the product must meet the Federal size criteria for that industry and be a SED firm.

No SED utilization credit will be granted if the SED firm or supplier subcontracts more than twenty percent (20%) of the work to a non-SED firm, supplier or product manufacturer.

The Prime Contractor shall supply to all subcontractors copies of this Plan and shall make said Plan a part of their own contract requirements. The Prime Contractor shall require that by submitting a bid, the material supplier or subcontractor certifies that he/she will comply with the requirements of this Program.

## **IN-HOUSE PROCEDURES**

The Atlantic County Utilities Authority shall designate an officer or employee to serve as its project compliance officer. (PACO), or his/her official or designee:

The project compliance officer shall be responsible for coordinating SED utilization efforts on the project and for monitoring and enforcing compliance with the affirmative action and SED requirements of the applicable program rules.

SED utilization requirements shall be an agenda item at all contract award meetings and, wherever applicable, at preconstruction conference meetings regardless of whether a loan or grant agreement has been executed or not.

Each project sponsor shall be responsible for notifying the Office of the time and place of such meetings.

The project compliance officer shall attend all monthly construction progress meetings.

Each project compliance officer shall submit the contracting agency's monthly progress reports to the Office. Once all SED contractors have been obtained and 10% goal achieved, submittal of this report will no longer be required.

Each project compliance officer shall submit a periodic report on behalf of the project sponsor to the Office according to a schedule announced by the Office. At a minimum, this construction report shall be submitted quarterly; that is, January, April, July and October.

This report shall include the following information:

- The value of each contract and subcontract awarded to SEDs and the total dollar value and number of contracts and subcontracts awarded to SEDs;
- The percentage of SED utilization in comparison to the cost of each contract, as well as the total percentage of SED utilization (including set aside contracts) in comparison to overall project costs;
- The types and sizes of the participating SEDs and the nature of goods and services being provided; and 4. The efforts made to publicize and promote the project sponsor's SED utilization plan.

Contractors shall submit a quarterly construction report to the project compliance officer. The report forms required by the above shall be obtained from the Office.

The project compliance officer shall submit reports or information in addition to what is required by the above when requested to do so by the Office.

Failure to comply with the reporting requirements above may subject the project sponsor to the remedies for noncompliance with State and Trust loan or grant conditions specified in the applicable program rules.

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

## **Subchapter 9. Awarding Contracts for State Assisted Projects to Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals**

### 7:22-9.1 Scope and purpose

(a) This subchapter establishes procedures for providing opportunities for socially and economically disadvantaged ("SED") contractors and vendors to supply materials and services under State financed construction contracts for environmental infrastructure facilities. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program. In addition, N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A-2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. The goal of 10 percent applies to the total amount of all contracts for building, materials and equipment, or services (including planning, design and building related activities) for a construction project. Where a local government unit has a SED participation goal which exceeds 10 percent of the total amount of all contracts, the local government unit must comply with both the Department's rules and the local minority and women-owned business ordinances.

(b) This subchapter also establishes the standards and procedures that will apply to the contracting agencies of grant or loan recipients in the awarding and making of contracts under their SED programs.

### 7:22-9.2 Definitions

The following words and terms, as used in this subchapter, will have the following meanings unless the content clearly indicates otherwise.

"Building" means the acquisition, erection, alteration, remodeling, improvement or extension of an environmental infrastructure facility.

"Construction" includes, but is not limited to:

1. The preliminary planning to determine the economic and engineering feasibility of environmental infrastructure facilities, the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, design, plans, working drawings, specifications, procedures, and other action necessary for the construction of environmental infrastructure facilities;

2. The building of, or purchase of land for, environmental infrastructure facilities; and

3. The inspection and supervision of the building of environmental infrastructure facilities.

"Contract" means any written agreement with a professional service or construction contractor related to the construction of an environmental infrastructure project.

"Contracting agency" means:

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

1. The governing body of a local government unit or any department, branch, board, commission, committee, authority, agency or officer of such local government unit possessing the authority to award and make contracts; or

2. The owner(s) or authorized representative(s) of a private entity.

"Contractor" means any party entering into a contract to provide or offering to provide building, materials and equipment, or services to a project sponsor for the construction of environmental infrastructure facilities. This includes, but is not limited to, planning and design, as well as building related services such as engineering, inspection and accounting.

"Contractor's plan" means the SED utilization plan submitted by the contractor to the project sponsor and to the Department establishing subcontracting opportunities that will fulfill the requirements of this subchapter.

"Department" means the New Jersey Department of Environmental Protection and its successors and assigns.

"Environmental infrastructure facilities" means wastewater treatment facilities, stormwater management facilities or water supply facilities.

"Financial agreement" means the legal instrument, including a grant agreement or loan agreement, executed between either the State of New Jersey or the Trust and the project sponsor for the construction of environmental infrastructure facilities.

"Local government unit" means a county, municipality, municipal or county sewerage or utility authority, municipal sewerage district, joint meeting, improvement authority or other political subdivision of the State authorized to construct, operate and maintain wastewater treatment or stormwater management facilities, or a State authority, district water supply commission, county, municipality, municipal or county utilities authority, municipal water district, joint meeting or any other political subdivision of the State authorized pursuant to law to operate or maintain a public water supply system or to construct, rehabilitate, operate or maintain water supply facilities or otherwise provide water for human consumption.

"New Jersey environmental infrastructure financing program" means the program for providing financing to project sponsors pursuant to N.J.A.C. 7:22-3, 4 and 6, and 7:22A-6 and 7.

"Office" means the Office of Equal Opportunity and Public Contract Assistance or other program of the Department of Environmental Protection with the responsibility for administration of this subchapter.

"Private entity" means the owner(s) of a nongovernmental community water system or a nonprofit noncommunity water system.

"Project" means the defined services for the construction of specified operable environmental infrastructure facilities as approved by the Department or the Trust in the project sponsor's financial agreement.

"Project compliance officer" means an officer or employee of the project sponsor who is designated by the project sponsor to monitor and enforce compliance with the affirmative action and SED requirements of the applicable program rules and this subchapter.

"Project plan" means the proposal submitted at the time of application by the project sponsor to the Department establishing the SED utilization plan and its requirements.

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

"Project sponsor" means any local government unit or private entity that seeks a loan or grant pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A -6 and 7.

"SED utilization plan" means a written document outlining the entire project work, the estimated length of time it will take to complete the project, each significant segment of the project on which SEDs will or may participate, and a description of how SEDs will be contacted.

"Socially and economically disadvantaged small business concern" or "SED" means any small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; or, in the case of a joint venture, at least 51 percent of the beneficial ownership interests are legitimately held by a SED; and

2. Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals; and

3. Which is a full participation subcontractor in that the SED is responsible for the execution of a distinct element of work and carries out the work responsibility by actually performing, managing and supervising the task involved. Any deviation from this definition will automatically classify the SED as a broker, middleman or passive conduit. These three functions are contrary to the spirit of the Trust Act and will not qualify a SED enterprise for State of New Jersey certification; and

4. Which has been certified pursuant to the New Jersey Uniform Certification Act (N.J.S.A. 52:27H-1 et seq.) or pursuant to the provisions of 49 CFR Part 23 by the New Jersey Commerce and Economic Growth Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, the New Jersey Transit or other agencies deemed appropriate by the Office, as an eligible minority business or female business.

i. "Socially disadvantaged individuals" means those individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

ii. "Economically disadvantaged individuals" means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

iii. "Socially and economically disadvantaged individuals" shall include women, Black Americans, Hispanic Americans, Native Americans, Asian Americans, and members of other groups, or other individuals, found to be socially and economically disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC 637(a)). Black Americans, Hispanic Americans, Native Americans and Asian Americans shall be defined as follows:

(1) "Black American" means a person having origins in any of the black racial groups in Africa;

(2) "Hispanic American" means a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

(3) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands;

(4) "Native American" means a person having origins in any of the original peoples of North America.

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"Small business concern" means a business which is independently owned and operated and which is not dominant in its field of operation. A business is independently owned and operated if the management which controls the business is responsible for both its daily and long term operations.

"Subcontract" means an agreement to perform a portion of a contract.

"Subcontractor" means a third party that is engaged by the contractor to perform part of the work under a subcontract.

"10 percent SED utilization," "10 percent goal" and "10 percent" means SED business concern participation, which includes 7 percent for minority-owned SED business concerns and 3 percent for women-owned SED business concerns.

"Trust" means the New Jersey Environmental Infrastructure Trust established pursuant to the Trust Act.

"Trust Act" means the New Jersey Environmental Infrastructure Trust Act (N.J.S.A. 58:11B-1 et seq.), as amended and/or supplemented.

#### 7:22-9.3 SED utilization requirements for projects

(a) A goal of not less than 10 percent (or a higher percentage as may be required by Federal law) of the total amount of all contracts for building, materials and equipment, or services for a project funded by a New Jersey environmental infrastructure facilities financing program must be awarded to SEDs.

(b) The 10 percent SED utilization requirement shall be accomplished by the following:

1. Bids shall be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements by subcontracting portions or the work to SEDs; or

2. Contractors also have the option of establishing unrestricted bidding procedures to fulfill the 10 percent SED utilization requirement for the project.

#### 7:22-9.4 Requirement to develop SED Utilization Plan

(a) Each project sponsor shall develop, in consultation with the Office, a plan for achieving its SED utilization requirements (the "project plan"). Development of a plan shall be completed before the Department and, when relevant, the Trust may approve an application pursuant to the applicable program rules

(b) The project plan shall identify those contracts proposed to be bid on an unrestricted basis. For each unrestricted contract, the project plan shall also identify the SED utilization requirements that the successful bidder shall meet.

(c) All contractors, including SED contractors, shall submit their own SED utilization plan ("contractor's plan"), for the aspects of the project covered by the contract, to the project sponsor and to the Office within 30 days of the awarding of a contract. The Contractor's Plan shall contain provisions to meet the specific SED utilization requirements imposed upon the contractor by the project sponsor as well as to meet the general SED utilization requirements for the project pursuant to this subchapter.

(d) If the contractor does not comply with the requirements of the contractor's plan and the project sponsor does not take steps to otherwise comply with N.J.A.C. 7:22-9.3(a), the Department and, in the case

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of a Trust loan, the Trust, may take any of the actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13.

7:22-9.5 (Reserved)

7:22-9.6 Notice of SED utilization opportunities

(a) All project sponsors, at least 30 days prior to public advertisement for bids, shall notify the agencies specified in N.J.A.C. 7:22-9.13(a)8, of the availability of opportunities for SEDs to provide services, to bid on unrestricted contracts or subcontracts, or to provide any other necessary purchase or procurement. The notice shall include a description of the type and scope of the services involved.

(b) All notices shall include a statement to the effect that the project or contract is funded in part by New Jersey wastewater treatment financing programs and the successful bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

7:22-9.7 Advertisements for SED utilization

(a) All advertisements for bids shall include a statement to the effect that the project or contract is funded in part by New Jersey environmental infrastructure financing programs and the successful bidder must comply with the provisions of N.J.A.C. 7:22-9 for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

(b) The advertisement for bids shall indicate that:

1. Awards will be made only to socially and economically disadvantaged business concerns that are certified by the New Jersey Commerce, Economic Growth and Tourism Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, New Jersey Transit or other agencies deemed appropriate by the Office as eligible minority businesses or female businesses; or

2. The invitation to bid is on an unrestricted basis whereby the successful bidder must fulfill the SED utilization requirements. The agencies specified in N.J.A.C. 7:22-9.13(a)8 will have a list of eligible SED firms and shall, upon request, provide them to the project sponsor. The project sponsor shall, during the advertisement phase, provide copies of the list to all contractors on unrestricted contracts.

(c) The advertisement for bids shall be in such newspaper or newspapers and other periodicals identified by the agencies specified in N.J.A.C. 7:22-9.13 as will best give notice thereof to appropriate bidders and shall be sufficiently in advance of the purchase or contract to promote competitive bidding. In no case shall the advertisement for bids be published less than 30 days prior to the date fixed for receiving bids on the purchase or contract.

(d) In the case of a set aside contract, the newspaper or newspapers in which the advertisement for bids appears shall be selected by the contracting agency in consultation with the Office.

(e) If there are no responses to the bid solicitation from SEDs or if the successful bidder's proposal does not meet the SED utilization requirements, the successful bidder shall advertise and continue the search for SED participants for a minimum of 30 days after the contract is awarded. The contract shall include a provision to this effect.

7:22-9.8 (Reserved)

7:22-9.9 (Reserved)

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

7:22-9.10 Lowest bid resulting in payment of unreasonable price

(a) If the contracting agency determines that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids.

(b) Bidders and the office shall be notified of the rejection of all bids, the reasons for the rejection, and the contracting agency's intent to solicit bids for a second time.

(c) If the contracting agency determines a second time that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids and notify the Office and, after receipt of the Office's approval, shall amend the project plan accordingly.

(d) Bidders shall be notified of the cancellation, the reasons for the cancellation and the contracting agency's intent to resolicit bids on an unrestricted basis. SEDs may participate in the bidding on an unrestricted basis.

7:22-9.11 Project compliance officer

(a) Each project sponsor shall designate an officer or employee to serve as its project compliance officer.

(b) The project compliance officer shall be responsible for coordinating SED utilization efforts on the project and for monitoring and enforcing compliance with the affirmative action and SED requirements of the applicable program rules.

(c) SED utilization requirements shall be an agenda item at all contract award meetings and, wherever applicable, at preconstruction conference meetings regardless of whether a loan or grant agreement has been executed or not. Each project sponsor shall be responsible for notifying the Office of the time and place of such meetings.

(d) The project compliance officer shall attend all monthly construction progress meetings.

7:22-9.12 Reports

(a) The contracting agency shall submit its planning and design SED utilization report to the Office at the time of filing of its grant/loan application.

(b) Each project compliance officer shall submit the contracting agency's monthly progress reports to the Office. Once all SED contractors have been obtained, submittal of this report will no longer be required.

(c) Each project compliance officer shall submit a periodic report on behalf of the project sponsor to the Office according to a schedule announced by the Office. At a minimum, this construction report shall be submitted quarterly; that is, January, April, July and October. Where appropriate, the Office may approve a variation in the frequency of reporting requirements specified in (b) through (d) of this section. This report shall include the following information:

1. The value of each contract and subcontract awarded to SEDs and the total dollar value and number of contracts and subcontracts awarded to SEDs;

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

2. The percentage of SED utilization in comparison to the cost of each contract, as well as the total percentage of SED utilization (including set aside contracts) in comparison to overall project costs;

3. The types and sizes of the participating SEDs and the nature of goods and services being provided; and

4. The efforts made to publicize and promote the project sponsor's SED utilization plan.

(d) Contractors shall submit a quarterly construction report to the project sponsor and to the Office. The project compliance officer may be contacted for assistance if needed.

(e) The report forms required by (a) through (d) above shall be obtained from the Office.

(f) The project compliance officer shall submit reports or information in addition to what is required by (a) through (c) above when requested to do so by the Office.

(g) Failure to comply with the reporting requirements of (a) through (d) and (f) above may subject the project sponsor to the remedies for noncompliance with State and Trust loan or grant conditions specified in the applicable program rules.

#### 7:22-9.13 Assessment of compliance

(a) Where the Office determines that a project sponsor has failed or is failing to meet the 10 percent SED utilization requirement, the project sponsor shall, upon the written request of the Office, submit the following:

1. Advertisements;
2. Signed contracts and subcontracts;
3. Documentation of solicitations of bids from SEDs;
4. Copies of Requests for Proposals;
5. Records of telephone quotations;
6. (Reserved);
7. Adequate and timely notice for encouraging SED participation; and
8. Proof that the assistance of State Agencies was solicited, including:

Office of Equal Opportunity and Public Contract Assistance  
New Jersey Department of Environmental Protection  
PO Box 402  
Trenton, New Jersey 08625-0402

Division for the Development of Small Businesses and Women Businesses and Minority  
Businesses  
New Jersey Commerce and Economic Growth Commission  
PO Box 835  
1 West State Street  
Trenton, New Jersey 08625-0835

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

(b) Where the project sponsor determines that a contractor has failed or is failing to meet the 10 percent SED utilization requirement, the contractor shall, upon the written request of the project sponsor, submit the documents specified in (a) above.

(c) The Office shall summarize in writing its evaluation of the reason given for noncompliance and the efforts made by the project sponsor or contractor to comply with its plan for achieving the 10 percent SED utilization requirement. The Office shall take into consideration good faith efforts made by the project sponsor or contractor to meet the goal to achieve the ten percent SED utilization requirement. These findings shall be submitted to the Department and, in the case of a Trust loan, to the Trust who, in conjunction with the Office, shall determine the nature and extent of the project sponsor's or contractor's noncompliance.

#### 7:22-9.14 Penalties

Whenever a project sponsor or a contractor has failed to comply with the requirements of this subchapter, including the 10 percent requirement for SED utilization, the Department, or the Department and the Trust, in the case of a Trust loan recipient, may withhold all of the loan or grant money, or a portion thereof, and may take any of the other actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13 which are remedies for noncompliance with any of the conditions of a loan or grant.

#### 7:22-9.15 Administrative hearings

(a) The Department and, in the case of a Trust loan, the Trust, shall make a determination regarding all disputes arising under this subchapter. The project sponsor shall specifically detail in writing the basis for its dispute. The Department and/or the Trust shall produce a decision in writing and mail or otherwise furnish a copy thereof to the project sponsor.

(b) A project sponsor may request an administrative hearing within 20 days of receipt of a decision by the Department and/or the Trust. The request for a hearing shall be sent to the Office of Legal Affairs, ATTENTION: Adjudicatory Hearing Requests, Department of Environmental Protection, PO Box 402, Trenton, New Jersey 08625-0402. The request for an administrative hearing shall specify in detail the basis for the appeal. Administrative hearings shall be conducted in accordance with the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(c) Following receipt of a request for a hearing pursuant to (b) above, the Department and/or the Trust may attempt to settle the dispute by conducting such proceedings, meetings and conferences as deemed appropriate.

#### 7:22-9.16 Severability

If any of the provisions of this subchapter are found to be invalid, the remainder of the provisions of this subchapter shall not be affected thereby.

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

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submissions. See "Insurance Check List" for specific coverages applicable to this contract.

**1. - General Insurance Requirements**

1.1 - The Contractor shall not start Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any Subcontractor to start work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors will be granted only after submission to the Authority of original, certificates of insurance signed by authorized representatives of the insurers, policy endorsements as specified or, at the Authority's request, certified copies of the required insurance policies

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the work by the Authority in accordance with 2.1.1.iv.. Certificates, endorsements, and certified copies of insurance policies, evidencing that the required insurance is in effect, as required in 1.1 shall be maintained with the Authority throughout the term of the Contract and for two years after final acceptance.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1 unless any such requirement is expressly waived or amended by the Authority in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Authority immediately upon request.

1.4 - All insurance policies shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until forty-five (45) days prior written notice has been given to the Authority. A copy of the endorsement shall be furnished to the Authority.

1.5 - No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Authority, may be considered. Written requests for consideration of alternate coverages must be received by the Authority at least ten working days prior to the date set for receipt of bids or proposals; if a deadline for submission of questions or interpretations is set forth in the Instructions to Bidders, requests must be received by that deadline. If the Authority denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Authority permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed as an addendum prior to the time and date set for receipt of bids or proposals.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Authority grants specific approval for an exception as described above.

1.8 - Any insurance deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 – The Contractor shall provide insurance as specified in the “Insurance Coverage Check List” attached to this section.

1.10 - If the Authority is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the Contractor shall bear all reasonable costs properly attributable thereto.

1.11 - The Contractor covenants to save, defend, keep harmless and indemnify the Authority and all of its elected or appointed officials, agents and employees (collectively the "Authority") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving completed operations after completion of the work by the Contractor for which the Authority gives notice to the Contractor after the completion of the work.

1.12 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work, subject to Builder's Risk or Installation Floater insurance requirements, if any, contained in these documents. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final completion of the work by the Contractor.

1.13 - Insurance coverage required in the Contract Documents shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written request from the Authority at any time during the contract term, the Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at time of termination.

1.14 - Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.15 All precautions shall be exercised by the contractor at all times for the protection of persons, ( including employees ) and property., All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property and utility service interruption expenses occurring by reason of its operation on the Authority's property.

## **2. - Contractor's Insurance**

2.1 - The Contractor shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified in the "Insurance Check List" or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 - Business auto liability insurance or its equivalent including coverage for the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos);
- ii. Automobile contractual liability;
- iii. Motor Carrier Act endorsement, if applicable.

2.1.3 - Workers compensation insurance with statutory benefits as required by any state or Federal law, or as required by union labor agreements, including standard "other states" coverage; employers liability insurance.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent including all of the following coverages as underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 – By endorsement, the Authority and Authority's elected and appointed officials, agents and employees shall be named as additional insureds on the Contractor's

commercial general liability insurance, and umbrella excess or excess liability insurance if required, with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

2.1.6 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees under the Contractor's liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Authority and its elected and appointed officials, agents and employees shall be excess of and non-contributory with insurance as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

2.2.1 - The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or

2.2.2 - The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

## INSURANCE COVERAGE CHECK LIST

### REQUIRED FOR ALL BIDS:

1. Forty five (45) 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 on other than 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, employers' liability coverage minimum \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease;
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 firm.

**INSURANCE COVERAGE CHECK LIST (Continued)**

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<u>  X  </u> 1. Workers' Compensation	Statutory limits of the State of New Jersey
<u>  X  </u> 2. Employers Liability	\$100,000 accident; \$100,000 disease each employee \$500,000 policy limit
<u>    </u> 3. USL&H Endorsement	Statutory
<u>  X  </u> 4. Commercial General Liability	Items Nos: 4 ,5,6,8 &10 require: \$1,000,000.00 combined single limit for bodily injury and property damage each occurrence with \$1,000,000.00 general aggregate per project
<u>    </u> 5. Premises/Operations	
<u>    </u> 6.Independent Contractors	
<u>    </u> 7.Products/Completed Operations	<u>Two (2) year(s)</u> \$1,000,000 aggregate
<u>    </u> 8.Contractual Liability	
<u>    </u> 9.Personal Injury Liability	\$1,000,000 each offense
<u>    </u> 10..XCU Coverage	
<u>  X  </u> 11.Automobile Liability	\$1,000,000 Bodily injury and Property Damage each accident (Items 11 & 12 )
<u>  X  </u> 12.Owned, Hired & Non-owned	
<u>    </u> 13..Motor Carrier Act End.	
<u>  X  </u> 14.Umbrella Liability	\$1,000,000 BI & PD & PERS INJURY unless other limits stated below \$_____ BI & PD, & Pers Inj
<u>    </u> 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 \_\_\_\_\_, 2004

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 \_\_\_\_\_, 2004

## ATLANTIC COUNTY UTILITIES AUTHORITY

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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.**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Project Name:** \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_

**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: 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.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to Bidder/Owner \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_

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):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATLANTIC COUNTY UTILITIES AUTHORITY**

**DISCLOSURE OF OWNERSHIP STATEMENT**

Every corporation and/or partnership submitting a bid/ proposal on public work is required by P.L. 1977, c. 33 to list the names and addresses of all stockholders and/or partners who own ten per cent (10%) or more of any class of stock in the corporation or interest in the partnership. If there are no such stockholders or partners, so state by indicating "NONE".

FULL NAME OF ENTITY: \_\_\_\_\_

LEGAL STATUS (CORPORATION, PARTNERSHIP, OTHER): \_\_\_\_\_

STATE OF CREATION OR INCORPORATION: \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

PRINCIPAL BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**NAMES AND ADDRESSES OF PERSONS HOLDING GREATER THAN 10% INTEREST:**

<b>NAME</b>	<b>ADDRESS</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above list is complete. If one or more of the above is itself a corporation or partnership, I have annexed hereto the names and addresses of all persons owning a 10% or greater interest in said corporation or partnership. CHECK HERE IF ADDITIONAL SHEETS ARE ATTACHED: \_\_\_\_ NUMBER OF SHEETS: \_\_\_\_\_

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

Dated:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**ATLANTIC COUNTY UTILITIES AUTHORITY**  
**REQUEST FOR PROPOSALS - ENGINEERING AND DESIGN OF AN ASH HANDLING**  
**SYSTEM**

**ADDENDA FORM**

**NAME OF VENDOR:** \_\_\_\_\_

**BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA.**

All received addenda are listed below:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**ATLANTIC COUNTY UTILITIES AUTHORITY**

**CHECKLIST AND CERTIFICATION OF PROPOSAL**

**REQUEST FOR PROPOSALS - ENGINEERING AND DESIGN OF AN ASH HANDLING SYSTEM**

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 \_\_\_\_\_
- 2. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN \_\_\_\_\_
- 3. DISCLOSURE OF OWNERSHIP (SIGNED) \_\_\_\_\_
- 4. RECEIPT OF ADDENDA \_\_\_\_\_
- 5. BUSINESS REGISTRATION CERTIFICATE \_\_\_\_\_  
(Not required with bid submittal)