



## Atlantic County Utilities Authority

### Request for Proposals for Annual Reports at the Atlantic County Utilities Authority

**Issued by:**

Atlantic County Utilities Authority  
Solid Waste Division

**Date:** 10/20/2010

**Proposals Due:** 11/4/2010

## 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.

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

## II. General Information

### A. Issuing Office and Point of Contact

Gary Conover, Director of Solid Waste Operations, is the ACUA contact and can be reached at:

Email: [gconover@acua.com](mailto:gconover@acua.com)  
 Phone: 1-609-272-6913  
 Fax: 1-609-569-7349  
 Mailing Address: PO Box 996, Pleasantville, NJ 08232  
 Street Address: 6700 Delilah Road, Egg Harbor Township, NJ 08234  
 RFP reference: <http://www.acua.com/acua/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 Atlantic County Utilities Authority is requesting proposals to prepare its Annual Reports that are required by its Bond Indenture and the New Jersey Department of Environmental Protection and other services.

### D. Target Dates

The following schedule shows the target dates for performance of the work:

Event	Date	Time
RFP Issued	10/20/2010	n/a
Site Visit (optional)	11/1/2010	10:00 AM
Questions Due	10/29/2010	4:30 PM
Proposals Due	11/4/2010	4:30 PM
Award Contract	11/18/2010	n/a
Start of Work	12/1/2010	n/a

### 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. A letter of transmittal and proposal may be submitted to the ACUA via mail, fax, or email. Should a response be sent via mail two (2) copies of the proposal will be required.
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 reporting industry, etc.
  - d. Recent project history for similar facilities in the northeast region (if applicable) and marketing revenue history as it compares to industry averages.
  - e. Organization chart.
  - f. Financial qualifications.
  - g. Bidders must provide a list of three (3) references including contact names, phone information and e mail addresses.
3. Business Proposals: Proposals to be considered shall include the following information:

A. A letter proposal should be provided to the Authority no later than **November 4<sup>th</sup>, 2010**, by close of business (**4:30 pm**). Electronic Submittals are allowed. Please send your electronic submittals to: Gary Conover, ACUA Solid Waste Director at the following e-mail address: [gconover@acua.com](mailto:gconover@acua.com) Proposers who use the electronic submittal option assume risk associated with electronic submittals. The Proposers were asked to provide resumes for projects managers and key staff members. In addition, a cost breakdown for each task should be provided as well as an hourly rate schedule. The hourly rate schedule will be used if the selected consultant is asked to do other work not included in this request for proposal. The contract will follow the standard form that is acceptable by the Authority. The ACUA is requesting all proposals provide for three years of Annual Reporting services from the Proposers. The ACUA will have the option to award for only one year, two years, or the entire three years from the proposals received. Please see the Proposal Submittal Form at the end of this document.

4. Meetings:

A major component of all tasks in cooperation and interaction with the Authority on an as necessary basis, meetings 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.

5. 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 Officer's 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. Evaluation of the site for future system improvements

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.

## 6. 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.

## 7. 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 Gary Conover before 4:30 pm EST on **October 29<sup>th</sup>, 2010**. A site visit is scheduled for 10:00 am EST on **November 1<sup>st</sup>, 2010**. Directions to the site are available on the ACUA web site ([www.acua.com](http://www.acua.com)).

III. Project Description

A. General Description

The Atlantic County Utilities Authority is requesting proposals to prepare its Annual Reports that are required by its Bond Indenture and the New Jersey Department of Environmental Protection and other services.

B. Objective of and Benefit to the ACUA

The Main Objective is to fulfill NJDEP Regulatory and Bond Resolution Reporting Requirements. Secondary benefits, Annual Reports are used by ACUA Management to plan on-going and future system improvements.

C. Responsibilities of Contractor/Scope of Work

As referenced in Resolution Number 92-57 section 6.10 f and g, the annual report should be done during the fiscal year which ends on December 31 of each calendar year.

A Scope of Services will include the following four (4) tasks:

**Task 1: GASB Closed Cell Topographic Survey and Volume Report**

The selected consultant will compile an estimate of the landfill utilization and accrued liability for associated closure costs for the ACUA Landfill for the period ending December 31, 2010 in accordance with GASB Standard 18.

The consultant will prepare a letter report that will present tables containing the utilization of total capacity and the accrued liability for anticipated closure costs for the landfill using the information provided and developed in earlier tasks.

The system reserve requirement is due on December 1, 2010. The system reserve requirement does not have to wait on year end numbers. The system reserve can be started now as long as that is finished prior to the annual report along with the GAAP closure numbers. GASB closure report should be completed by no later than **February 28, 2011**.

## **Task 2: NJDEP Annual Topographic Survey and Report**

The selected consultant will prepare an Annual Topographic Survey and Topographic Report for the ACUA to submit to the NJ Department of Environmental Protection. The topographic survey and report will be prepared pursuant to the requirements of N.J.A.C. 7:26-2A.8 (j) and Section 8 of the NJDEP Technical Manual for Sanitary Landfill Permits and Approval, May 1999 and any updates to this document.

The Atlantic County Utilities Authority will provide an electronic copy of a previous year's topographic map that contains site survey controls, groundwater monitoring wells, property lines and landfill area boundary lines to be used in the preparation of the topographic map update.

The Authority requires that an **Aerial Topographic Survey** be completed under this task. The topographic survey shall include the entire currently permitted landfill area (approximately 220 acres in size), plus the adjacent features such as: Jarrett's Run and Abel's Run (water bodies), the landfill gas to energy facility, the landfill building and the leachate collection sediment tanks.

Topographic survey and volume report Draft due into ACUA by **April 1<sup>st</sup>, 2011** and Final Report to be submitted by consultant to NJDEP no later than **May 1<sup>st</sup>, 2011**.

## **Task 3: Preparation of Annual Report and Consulting Engineer's Certification**

The selected consultant will prepare an Engineer's Annual Report and Certification designed to meet the requirements of Section 6.07 and Article VI of the Authority's Bond Covenants.

The Authority will provide the selected consultant with all records regarding the cost of all construction and acquisition of system components, needed to prepare an evaluation and certification of construction costs and acquisitions related to Section 6.02 of the Authority's Bond Covenants. The selected consultant will conduct a site inspection of all facilities at the Atlantic County Utilities Authority Environmental Park and ACUA staff.

The report will include, but not be limited to:

- Quantifying the effect of the large compactors that are being employed.
- Quantifying the compaction ratios and waste density of the landfill historically and provide recommendations for increasing compaction.
- Review and recommend any ways to increase the capacity of the landfill, composting sites and recycling center.
- Quantify the effect and recommend future use of alternative daily cover.
- Recommend new equipment and operating techniques that will increase the efficiency of all operations.
- Review & critique of the Authority's six year capital improvement plan.
- Tip fee rate comparison and analysis.
- Review and revise the methane gas curve.



- Analyze all operations and provide recommendation to improve efficiency.
- Provide comparison of annual income and projections for collection services, recycling center, transfer station recycling, product marketing, composting services, and waste disposal.
- Calculate remaining landfill capacity, debt service coverage, and outstanding debt.

The consultant will begin this assignment within one week of a notice to proceed, a complete draft report must be completed by March 31, 2011 and the final report is to be completed **no later than April 30, 2011, Consulting Engineer's Report due date as stated in Bond Resolution/Section 6.07 and Consulting Engineer's Certificate due date as stated in Bond Resolution/Section 6.15 and section 6.10 g.**

**Under this task the Authority requires that selected consultant provide twenty (20) bound color copies of the final report.**

#### **Task 4: Miscellaneous Support**

For Task number four (4) the Authority requests that a budgetary number for miscellaneous support. Please assume a total of 30 billable hours to fulfill the requirements of this task.

#### **D. Permits and Licenses**

Under N.J.A.C. 7:26-2A.8(i) the topographic survey shall be prepared by a licensed New Jersey Land Surveyor and the topographic survey report shall be certified by a licensed New Jersey Professional Engineer.

**PUBLIC WORKS CONTRACTORS REGISTRATION ACT:** No contractor is permitted to bid on this contract unless the contractor is registered pursuant to the New Jersey Public Works Contractors Registration Act, N.J.S.A. 34:11-56.48 et seq. No contractor shall list a subcontractor in the bid proposal unless the subcontractor is also registered pursuant to the Act at the same time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any work under this contract, unless the contractor or subcontractor is registered pursuant to the Act. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Owner, the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute with the bid proposal.

#### **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, 2009 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. General Insurance and Indemnity Requirements

See Attached

**ATTACHMENTS:**

- **Proposal Submittal Form**
- **Insurance and Indemnity Forms**

**PROPOSAL SUBMITTAL FORM:**

Please submit completed form along with all other required documents.

		<u>Yr 1</u>	<u>Yr 2</u>	<u>Yr 3</u>
<b>Task 1:</b>	<b>GASB Closed Cell Topographic Survey and Volume Report</b> ..... \$ _____	\$ _____	\$ _____	
<b>Task 2:</b>	<b>NJDEP Annual Topographic Survey and Report</b> ..... \$ _____	\$ _____	\$ _____	
<b>Task 3:</b>	<b>Preparation of Annual Report and Consulting Engineer's Certification</b> ..... \$ _____	\$ _____	\$ _____	
<b>Task 4:</b>	<b>Miscellaneous Support</b> ..... \$ _____	\$ _____	\$ _____	
<b>Annual TOTAL COST</b> \$ _____		\$ _____	\$ _____	

**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.

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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.

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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.



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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.

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**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.

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**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>  X  </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>  X  </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.

**INFORMATION FOR BIDDERS**  
(Continued)  
**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