



## **Atlantic County Utilities Authority**

### **Request for Proposals for *Underwater Investigation of the ACUA Ocean Outfall Pipe***

**Issued by:**

Atlantic County Utilities Authority  
Wastewater Division

**Date: Wednesday, May 8, 2019**

**Proposals Due: Friday, June 7, 2019**

**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 **Friday, June 7, 2019 at 11:00 AM** 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 - *Underwater Investigation of the ACUA Ocean Outfall Pipe***

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.

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, known as City Island Treatment Plant.

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

Oren Thomas, Purchasing Manager

Email: [rthomas@acua.com](mailto:rthomas@acua.com)

Phone: (609) 272-6950

Fax: (609) 272-6936

Mailing Address: PO Box 996, Pleasantville, NJ 08232

Street Address: 6700 Delilah Road Egg Harbor Township, NJ 08234-5623

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 ACUA intends to execute a sixty (60) day agreement to complete the work

specified within this RFP. This contract will be a “Not-to-Exceed” contract and will be billed based upon tasks and man hours established in the proposal for the work and/or activities completed.

D. Deadline

Sealed proposals shall be opened in public and read aloud at 11:00 AM prevailing time on **Friday, June 7, 2019** at the Atlantic County Utilities Authority, 6700 Delilah Road, Egg Harbor Twp., NJ 08234. **Proposals shall not be accepted by facsimile transmission or e-mail UNDER ANY CIRCUMSTANCE.**

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

Event	Date	Time
RFP Issued	5/8/2019	n/a
Questions Due	5/23/2019	4:00pm
Proposals Due	6/7/2019	11:00am
Award Contract	6/20/2019	n/a
Start of Work	7/1/2019	n/a

E. Proposal Format

Five (5) copies of the proposal are required. There is no restriction to length of proposals; however, proposers are encouraged to be as concise as possible. All proposals should include:

1. 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 Key Project Team Leaders.
  - c. Experience of the Firm(s) including years in business, years and type of experience in landfill ground water monitoring activities.
2. Business Proposals: Proposals to be considered shall include the following information:

Task by task cost (including total proposal cost) to provide the services outlined in the scope of work section of this RFP for the period not-to-exceed one (1) year from the date “Notice to Proceed” is issued. Costs shall be broken down on a per task basis.

3. Meetings:

Meetings, held over the phone or in person, maybe a component of the tasks found in this RFP, 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 (including task by task breakdown)
- b. Specialized Technical Competence, with Experience in Underwater Pipe Inspections
- c. Past Record of Performance on Similar Projects

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 received in writing** and addressed to Mr. Oren Thomas, Purchasing Manager via email or fax before 4:30 pm EST on **Thursday, May 23, 2019**. Questions will not be answered over the phone.

III. **Project Description**

A. **General Description**

The Atlantic County Utilities Authority (ACUA) is requesting proposals to perform an underwater inspection and report of the outfall line to verify the condition of the exposed piping system. A report, along with video documentation, shall depict any evidence of flow restriction, leaks, degradation of pipe weighting compromise in the cathodic protection system or corrosion of exposed steel structures.

The entire pipe and support structures, located off shore of Raleigh Avenue in Atlantic City, New Jersey, are encompassed by stage one marine fouling that consists of mussels, tubeworms and soft cold-water corals. The treated effluent is pumped through the 42-inch steel line, which is buried a minimum of 6 to 8 feet under the beach and the ocean bottom extending 8,710 feet seaward. Located at the end of the 42-inch pipe are two (2) 36-inch diffuser pipes that extend as a “Y” from the 42-inch pipe. The diffuser pipes are raised slightly above the ocean bottom and each extends seaward approximately 530 feet. The location is approximately 33 feet below the water surface.

The diffuser pipes have sealed flapper valves at the outer ends. There are 212 discharge ports, 3 inches in diameter spaced ten (10) feet apart opposite one another in the nine o’clock and three o’clock positions. The pipelines (trunk and “Y”) are supported by steel H-pile bents, located at 20-foot intervals. Anodes are attached at each bent.

Longitude & Latitude Location of the outfall are as follows:

N 39° 19.4’

N 39° 19.5’

WO 74° 26.3’

WO 74° 26.1’

## **B. Responsibilities of the Proposer - Scope of Work**

### **Inspection and Evaluation**

The inspection shall consist of evaluating all exposed piping as outlined below.

**North and South Diffuser Branches** – Each section is approximately 530 feet in length consisting of 36-inch OD steel pipe covered with concrete pipe weighting. This section has 106 diffusers, 3 inches in diameter and located approximately 10 feet apart. The end of the pipe is sealed with a flapper valve. The inspection of each diffuser branch shall include the flapper valve, pipeline supports, pipe weighting, and flanges. In addition, a 30-inch manway located on the North Diffuser shall be inspected. Perform a video inspection of the entire length of each diffuser pipe. Reference locations shall coordinate with bent locations and shall be assigned numbers previously established for the ACUA. Measure and record distance from ocean bottom to pipe invert, describe the condition of the pipe, condition of the tie-down bands, anodes (including consumption), and any corrosion of steel.

**Main Trunk Line** – The exposed section of the main trunk, a 42-inch OD steel pipe with concrete pipe weighting, is approximately 420 feet in length. There are no diffusers along the main trunk. The inspection of the Main Trunk shall include the pipeline supports, pipe

weighting, anodes and flanges. Perform a video inspection of the entire length of the Main Trunk. Reference locations shall coordinate with bent locations and shall be assigned numbers previously established for the ACUA. Measure and record distance from ocean bottom to pipe invert, describe the condition of the pipe, condition of the tie-down bands, anodes (including consumption) and any corrosion of steel.

#### **Vessel Description**

The Contractor shall provide a vessel equipped with electronic positioning capabilities and large enough to transport all equipment to properly perform the underwater investigation. ACUA personnel may be assigned to the vessel to provide coordination of effluent pumping and assist onboard, as required.

#### **Record Drawings – See Appendix G**

#### **Inspection Report and Video**

The contractor shall select a time to perform the investigation at the optimum water clarity for the purpose of video documentation before October 1, 2019. In addition, the final written report must detail all visual observations.

### **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, 2017 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.

G. RFP Cost Submittal Form

Refer to Section E.2.

**APPENDIX:**

**APPENDIX A – Mandatory Equal Opportunity Language**

**APPENDIX B – Disclosure of Investment Activities in Iran Form**

**APPENDIX C – Disclosure of Ownership Statement**

**APPENDIX D – Acknowledgement of Addenda**

**APPENDIX E – Checklist and Certification**

**APPENDIX F – Insurance Requirements**

**APPENDIX G – Record Drawings**

**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**

**APPENDIX A**

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  
APPENDIX B**

**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:** \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**  
**APPENDIX C**

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV CERTIFICATION**

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

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



**ATLANTIC COUNTY UTILITIES AUTHORITY  
ACKNOWLEDGEMENT OF ADDENDA FORM  
APPENDIX D**

**VENDOR MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA. THIS IS YOUR WARNING!**

All received addenda are listed below:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
VENDOR NAME

**ATLANTIC COUNTY UTILITIES AUTHORITY  
CHECKLIST AND CERTIFICATION OF PROPOSAL  
APPENDIX E**

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 FORM (SIGNED) \_\_\_\_\_
- 2. REQUIRED ELEMENTS AS LISTED IN SCOPE OF WORK \_\_\_\_\_
- 3. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (SIGNED) \_\_\_\_\_
- 4. DISCLOSURE OF OWNERSHIP (SIGNED) \_\_\_\_\_
- 5. RECEIPT OF ADDENDA FORM (SIGNED – IF ANY) \_\_\_\_\_
- 6. BUSINESS REGISTRATION CERTIFICATE \_\_\_\_\_  
(Not required with RFP submittal)

**CERTIFICATION**

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

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

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

SIGNATURE OF VENDOR: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE (PRINT OR TYPE): \_\_\_\_\_

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

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**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 of Insurance 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 thirty (30) 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.

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

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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. Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction endorsement required.
2. Best's Rating for all carriers: "A-" VII or better, or its equivalent
3. Certificate must state bid number and bid title
4. ACUA and its officials, agents and employees named as additional insureds 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 \$500,000 accident, \$500,000 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	\$500,000 accident; \$500,000 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 \$2,000,000.00 general aggregate per project
<u>    </u> 5. Premises/Operations	
<u>    </u> 6. Independent Contractors	
<u>    </u> 7. Products/Completed Operations	<u>Two (2)</u> year(s) \$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>    </u> 11. Automobile Liability	\$1,000,000 Bodily injury and Property Damage each accident (Items 11 & 12 )
<u>    </u> 12. Owned, Hired & Non-owned	
<u>    </u> 13. Motor Carrier Act End.	
<u>    </u> 14. Umbrella Liability	\$1,000,000 BI & PD & PERS INJURY unless other limits stated below  \$_____ BI & PD, & Pers Inj
<u>  X  </u> 15. Professional Errors and Omissions Liability	\$1,000,000 each wrongful act \$2,000,000 annual aggregate

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 \_\_\_\_\_, 2019

**BIDDER'S STATEMENT**

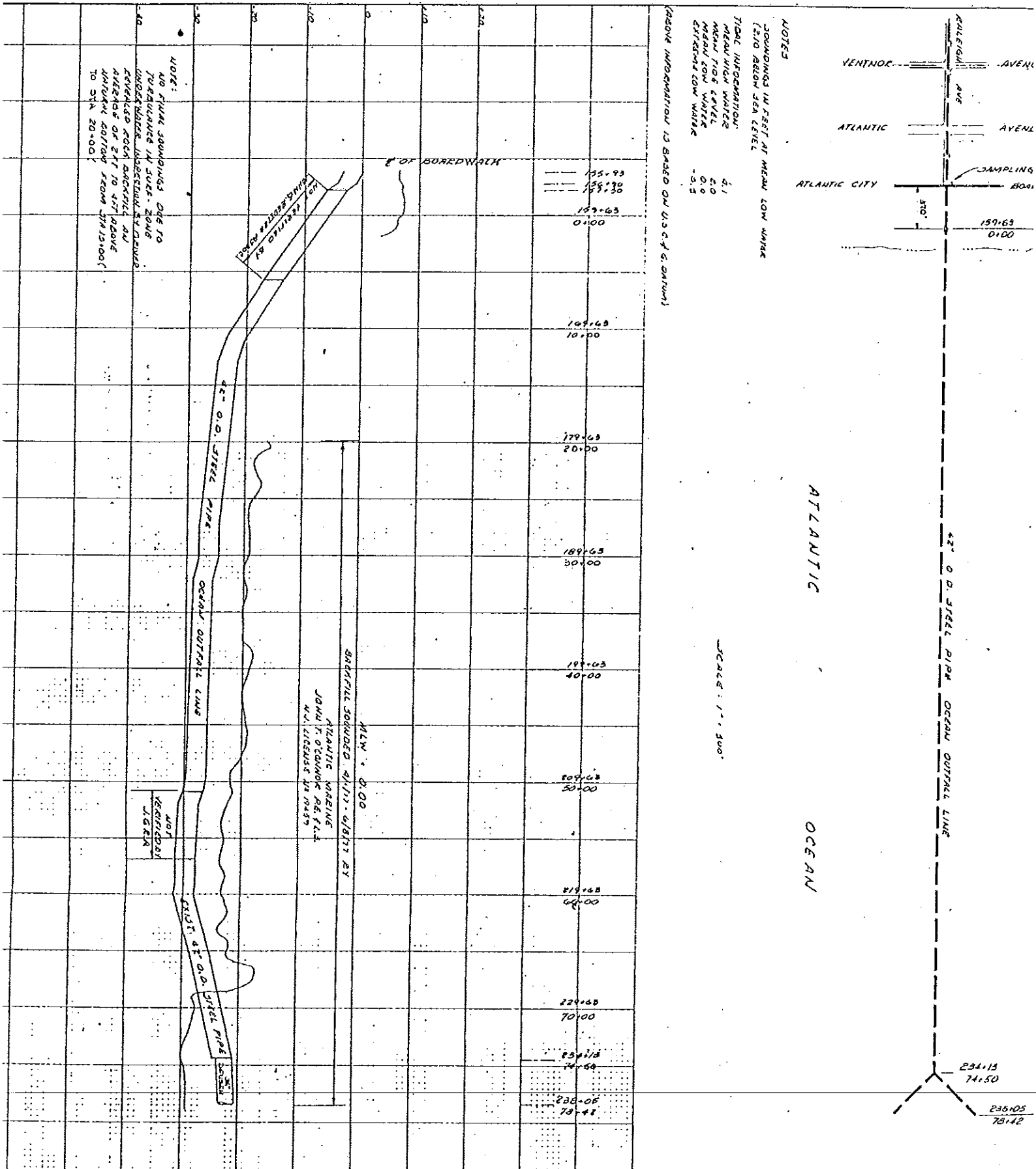
I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE

Date \_\_\_\_\_, 2019

# APPENDIX G



OCEAN OUTFALL LINE

APPENDIX G

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