



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

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

**BID NUMBER: 2022-SW-06**

**BID TITLE: TRANSFER AND DISPOSAL OF SOLID WASTE**

**BID RELEASE DATE: MAY 11, 2022**

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

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

**MAILING ADDRESS:  
Atlantic County Utilities Authority  
P. O. Box 996  
Pleasantville, NJ 08232-0996  
[www.acua.com](http://www.acua.com)**

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

# **ATLANTIC COUNTY UTILITIES AUTHORITY**

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**ATLANTIC COUNTY UTILITIES AUTHORITY**

**NOTICE TO BIDDERS**

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

**BID NO: 2022-SW-06**

**BID NAME: TRANSFER AND DISPOSAL OF SOLID WASTE**

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

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

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

Bids must be submitted in duplicate, be made on standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and “**SEALED BID #2022-SW-06**”, addressed to **Oren R. Thomas, IV, Purchasing Manager**, at the address above. All bids must be accompanied by a certified check or bid bond in the amount of 10% of the total bid, not to exceed \$20,000.00.

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

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

The bid opening will be made available for viewing on Zoom at the following link:  
<https://us06web.zoom.us/j/88183164819?pwd=b2dCWjlNL0NoTWQ2Vis3cE5Id3B2QT09>  
Passcode: 710107

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

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

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

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

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

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

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

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

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

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

16. The Authority's standard form of contract is attached. Bidders will be required to execute this form of contract upon award. If any exception is taken to the form of contract, all such exception(s) shall be set forth in writing in the proposal. The Authority will evaluate whether exceptions taken are

sufficiently material as to make the bid nonconforming. Contract language will not be negotiated after opening of bids.

The bidder to whom the award is made will be required to execute a written contract with the Owner and to furnish appropriate surety bonds as specified within ten (10) days after notification of the award of contract. The contract shall be in the form included in the Contract Documents. If the bidder shall fail or refuse to sign a contract and provide necessary bonds within ten (10) days of the notification of award of contract and request therefore by Owner, the Owner may execute upon the bid bond or take possession of the funds otherwise provided as bid security. In the event that a contract is signed and all specified bonds are supplied, the bid bond or check shall be returned to the bidder.

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

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

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

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

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

between the terms of these specifications and relevant statutes, the statutes shall control in all cases. Bidders with questions regarding legal requirements are strongly advised to consult their own counsel.

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

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

24. Bid openings and results can be accessed on the ACUA webpage at <https://www.acua.com/About/RFPs-Bid-History.aspx>

25. Pursuant to C.40A:11-24, the contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

26. Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A- et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Authority reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The Authority will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

## **BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

## **MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

### **1. Goods, Professional Services and General Service Contracts**

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

## **NEW JERSEY ANTI-DISCRIMINATION**

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the Authority harmless for any violations committed under the contract.

## **STATEMENT OF OWNERSHIP**

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless,



**prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

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

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

## **PROOF OF BUSINESS REGISTRATION**

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

## **AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

## **PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html)

## **PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. The law requires that Contractors submit certificates after a bid proposal is received and prior to the award of the contract (N.J.S.A. 34:11-56.55).

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit  
Division of Wage and Hour Compliance  
New Jersey Department of Labor  
PO Box 389  
Trenton, New Jersey 08625-0389

Telephone: 609-292-9464  
Fax: 609-633-8591  
E-mail: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)  
Web site: [www.nj.gov/labor/lssc/lspubcon.html](http://www.nj.gov/labor/lssc/lspubcon.html)

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633- 6243 or by e-mail at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us) for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

If the ACUA has requested prevailing wage rates for this project the appropriate rates for Atlantic County will be included in this bid package.

## **TRUTH IN CONTRACTING**

Bidder should be aware of the following statutes:

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

## **NEW JERSEY RIGHT TO KNOW**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. [www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

## **CONE OF SILENCE**

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

## **DISCLOSURE OF CONTRIBUTIONS TO ELEC**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **MAINTENANCE OF RECORDS**

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

## **METHOD OF CONTRACT AWARD**

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section Termination of Contract [below], for additional information.

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

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

Successful bidder/respondent shall complete W-9 Form and submit to the Authority prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

## **CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

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

## **TERMINATION OF CONTRACT**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Authority will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the contractor and the Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Authority from the contractor is determined.

The contractor agrees to indemnify and hold the Authority harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.

In case of default by the contractor, the Authority may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Authority.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

For contracts that exceed one year, each fiscal year payment obligation of the Authority is conditioned upon the availability of Authority funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Authority at the end of any particular fiscal year may terminate such services. The Authority will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Authority to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court

order, or action or injunction or other such agreement, the contract shall become voidable by the Authority by notice to the parties.

### **ATLANTIC COUNTY UTILITIES AUTHORITY PAYMENT CYCLE**

As established by Board Resolution 06-12-232, the payment cycle at the Atlantic County Utilities Authority shall be as follows:

1. Invoices and all other documentation required for approval of payment must be received by the Authority on or before the first Friday of a month for payment in that month's payment cycle.
2. Invoices received by the first Friday of any given month will be submitted to the Board of Commissioners at their regularly scheduled meeting, which occurs on the third Thursday of every month.
3. The approval of said payments by the Board of Commissioners is subject to a veto of the minutes by the County Executive pursuant to statute, which either occurs within ten days or is waived.
4. Payments will be issued by the Authority within five working days of formal notification by the County Executive that the minutes are approved or within five working days of the failure to the County Executive to act within ten days of receipt of the minutes.

## SPECIMEN - DO NOT EXECUTE

### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the ATLANTIC COUNTY UTILITIES AUTHORITY, a body corporate and politic with principal offices located at 6700 Delilah Road, Egg Harbor Township, New Jersey 08234-5623 (hereafter, ACUA), and

**FEDERAL TAX I.D. NUMBER:** \_\_\_\_\_

(hereafter, Contractor)

#### WITNESSETH:

1. Contractor agrees to furnish, deliver, and install

in accordance with the Specifications, its Proposal, the Notice to Bidders, Instructions to Bidders, and the General and Supplemental Conditions upon which Contractor submitted a bid and was awarded a contract for the aforementioned goods and services, all of which documents are incorporated herein by reference as though set forth at length. If the term "contract documents" is defined in the General Conditions, the Contractor shall perform its work in strict accordance with all requirements of the Contract Documents as said term is used therein.

2. Incorporated by reference herein is the performance security and proof of insurance coverage of Contractor as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable. Contractor, by its signature on this Agreement, specifically warrants that said security and insurance coverage's shall remain in force throughout the term of this Agreement.

3. Contractor further specifically agrees, as and if called for in the Specifications, Instructions to Bidders, and General and Supplemental Conditions, as may be applicable, to extend any and all required warranties and guarantees against defects in materials and workmanship to ACUA as set forth therein.

4. This Agreement shall run until the delivery and acceptance of the goods or services contracted for hereunder, or for a period of one year (whichever period is shorter), unless provided otherwise in the specs or the award of bids; provided, however, that for any period extending beyond the current fiscal year and in accordance with N.J.A.C. 5:34-5.3(d) (2), this contract shall be subject to the annual availability and appropriation of sufficient funds. If this contract has been awarded under an alternate that provides for the exercise by the Authority of an option to renew, the terms of said option shall be as set forth in the bidding documents.

5. Contractor further agrees that, in the event of breach of any condition of this Agreement by Contractor, ACUA may obtain substitute goods and services under such terms and conditions as ACUA may find advisable under the circumstances, and may recover from Contractor, in addition to any other remedies provided by law, any and all expenses incurred in obtaining such substitute goods and the difference between the cost of said substitute goods and the amount of ACUA's obligation to Contractor hereunder.

6. In the event that this Agreement, or any part hereof, is governed by the New Jersey Prevailing Wage Act, P.L. 1963, c. 150, contractor agrees to fully comply with said Act in addition to all other covenants set forth in this Agreement. By his signature hereon, contractor warrants that neither he nor any subcontractor employed to perform any work hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act.

7. The ACUA shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8. Upon execution and submission of a properly executed Voucher, the faithful performance of this Contract and all covenants and agreements made herein, and the acceptance of the goods and/or services described herein by ACUA, ACUA agrees to pay to Contractor in accordance with the terms of the documents referenced in Paragraph 1. hereof, the sum of

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Dollars) upon the formal approval of said payment by the members of ACUA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first set forth above.

ATTEST:

ATLANTIC COUNTY UTILITIES AUTHORITY

---

BRIAN LEFKE, SECRETARY

---

BY: RICHARD S. DOVEY, PRESIDENT

ATTEST:

CONTRACTOR:

---

(ATTACH CORPORATE SEAL IF CORPORATION)

---

BY:



**ATLANTIC COUNTY UTILITIES AUTHORITY**

**BID GUARANTEE**

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

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

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

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

## **ATLANTIC COUNTY UTILITIES AUTHORITY**

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

#### Information for Bidders and Sureties:

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

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

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

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

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

WHEREAS, the Principal,

---

(Name of bidder)

has submitted a bid on a public contract with the Atlantic County Utilities Authority as Owner, which contract is identified as

Atlantic County Utilities Authority Bid No. \_\_\_\_\_

Subject matter of bid:

and the Surety,

---

(insert name of surety)

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

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

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

THIS BOND, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

WITNESSETH:

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

\$\_\_\_\_\_ for the payment of which sum, well and truly to be  
(insert bond amount, which must be  
10% of bid not to exceed \$20,000.00)

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

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

THEREFORE,

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

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

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

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

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

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

**WARRANTY AS TO AUTHORIZATION TO DO BUSINESS  
IN THE STATE OF NEW JERSEY AND  
"CIRCULAR 570" COMPLIANCE;  
COMPLIANCE WITH N.J.S.A. 40A:11-22**

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

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

- b. that as of the time of the execution of this Consent of Surety, it is listed in a document known as "Circular 570," "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," and that it will immediately notify both the Principal and the Owner in the event that there is any change in this status; and
- c. that it is familiar with and has reviewed the requirements of P.L. 1995, c. 384 with respect to qualifications of sureties and completion of the required Surety Disclosure Statement and Certification; that it meets all applicable requirements and qualifications of said statute; and
- d. that it will, if the above-named Principal is awarded a contract hereunder, fully and timely execute the required Surety Disclosure Statement and Certification as to all performance and payment security.

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

**AFFIX CORPORATE SEALS IF APPLICABLE:**

PRINCIPAL:

Dated:

\_\_\_\_\_ (L.S.)

SURETY:

Dated:

\_\_\_\_\_ (L.S.)

**ATTACH POWER OF ATTORNEY**

## ATLANTIC COUNTY UTILITIES AUTHORITY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit with their bid, a consent of surety in substantially the following form:

### CONSENT OF SURETY

To: Atlantic County Utilities Authority

Re: \_\_\_\_\_  
(Principal (bidder))

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to Atlantic County Utilities Authority a performance bond in the full amount of the awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

\_\_\_\_\_  
(Date)

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**PAYMENT AND PERFORMANCE BOND**

**(P.L. 1996, c. 81)**

**(REQUIRED STATUTORY FORM)**

**(DO NOT EXECUTE UNTIL AFTER CONTRACT AWARD)**

**Know all men by these presents**, that we, the undersigned

\_\_\_\_\_  
As **PRINCIPAL** and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

as **SURETY(IES)**, are hereby held and firmly bound unto the **ATLANTIC COUNTY UTILITIES AUTHORITY(OBLIGEE)** in the penal sum of

\_\_\_\_\_dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this day of \_\_\_\_\_, 20\_\_\_\_\_

The condition of the above obligation is such that whereas, the above named **PRINCIPAL** did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

enter into a contract with the **ATLANTIC COUNTY UTILITIES AUTHORITY** which contract is for and is known as

\_\_\_\_\_  
which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said PRINCIPAL shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the OBLIGEE herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY(IES) for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said SURETY on its bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals the day and date set forth above, the name and corporate seal of each corporate party being hereunto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body, and the SURETY has complied with all applicable requirements of law with respect to the Surety Disclosure Statement and Certification which is attached hereto and made a part hereof.

ON BEHALF OF INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
(Individual or General Partner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Individual or General Partner)

\_\_\_\_\_  
(Address)



ON BEHALF OF CORPORATION

\_\_\_\_\_  
(Authorized Signatory - affix corporate seal)

Attest:\_\_\_\_\_

ON BEHALF OF SURETY

\_\_\_\_\_  
(Authorized Signatory - affix seal and attach valid,  
original Power of Attorney and  
Surety Disclosure Statement and Certification)

**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 with endorsements 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 worker's compensation and employer's 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.

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

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

## INSURANCE AGENT'S STATEMENT

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

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

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

Occurrence [    ]

Claims Made [    ]

\_\_\_\_\_  
NAME OF INSURANCE AGENT

\_\_\_\_\_  
SIGNATURE

Date \_\_\_\_\_, 20\_\_

## BIDDER'S STATEMENT

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

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

\_\_\_\_\_  
SIGNATURE

Date \_\_\_\_\_, 20\_\_



## **EXHIBIT A**

### **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 et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel 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 targeted 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Atlantic County Utilities Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**APPENDIX B**  
**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### PART 1: CERTIFICATION

BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**

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

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

#### **PLEASE CHECK THE APPROPRIATE BOX:**

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

#### **OR**

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

### PART 2 – ADDITIONAL INFORMATION:

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

### PART 3 – CERTIFICATION

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

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

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

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

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

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)      ☐ Limited Liability Company (LLC)
- ☐ Partnership    ☐ Limited Partnership              ☐ Limiability 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**  
**TRANSFER AND DISPOSAL OF SOLID WASTE**  
**PROPOSAL AND CERTIFICATION FORM**  
**PAGE 1 OF 2**

Transportation of solid waste to final disposal facilities and disposal of solid waste from the ACUA's transfer station for a term of up to five (5) years.

Time Period	Per Ton Transportation & Disposal Price
	\$/ Ton Transportation & Disposal
Year 1	<p>1. \$ _____ TRANSPORTATION</p> <p>2. \$ _____ DISPOSAL</p> <p>3. \$ _____ TOTAL (1+2)</p> <p>WRITTEN TOTAL: _____</p>
Year 2	<p>1. \$ _____ TRANSPORTATION</p> <p>2. \$ _____ DISPOSAL</p> <p>3. \$ _____ TOTAL (1+2)</p> <p>WRITTEN TOTAL: _____</p>
Year 3	<p>1. \$ _____ TRANSPORTATION</p> <p>2. \$ _____ DISPOSAL</p> <p>3. \$ _____ TOTAL (1+2)</p> <p>WRITTEN TOTAL: _____</p>
Year 4	<p>1. \$ _____ TRANSPORTATION</p> <p>2. \$ _____ DISPOSAL</p> <p>3. \$ _____ TOTAL (1+2)</p> <p>WRITTEN TOTAL: _____</p>
Year 5	<p>1. \$ _____ TRANSPORTATION</p> <p>2. \$ _____ DISPOSAL</p> <p>3. \$ _____ TOTAL (1+2)</p> <p>WRITTEN TOTAL: _____</p>



**ATLANTIC COUNTY UTILITIES AUTHORITY**  
**TRANSFER AND DISPOSAL OF SOLID WASTE**  
**PROPOSAL AND CERTIFICATION FORM**  
**PAGE 2 OF 2**

**CERTIFICATION**

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

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

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

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

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

BUSINESS NAME: \_\_\_\_\_

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

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

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

FED ID NO.: \_\_\_\_\_

## ACKNOWLEDGEMENT OF ADDENDA

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

### ADDENDA NO.

### ISSUING DATES

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☐ **No Addenda Received**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**ATLANTIC COUNTY UTILITIES AUTHORITY**  
**BID DOCUMENT CHECKLIST**

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

- |                                                                                                       |                        |
|-------------------------------------------------------------------------------------------------------|------------------------|
| 1. PROPOSAL AND CERTIFICATION FORM(S) – <b>(SIGNED)</b>                                               | _____                  |
| 2. REQUIRED ELEMENTS AS LISTED IN TECHNICAL SPECIFICATIONS                                            | _____                  |
| 3. STATEMENT OF QUALIFICATIONS <b>(SIGNED)</b>                                                        | _____                  |
| 4. STATEMENT OF OWNERSHIP DISCLOSURE OF OWNERSHIP FORM <b>(SIGNED)</b>                                | _____                  |
| 5. BID BOND/CONSENT OF SURETY ON REQUIRED ACUA FORM<br><b>(FULLY EXECUTED WITH POWER OF ATTORNEY)</b> | _____                  |
| 6. CHECK, IF SUPPLIED IN LIEU OF SURETY BID BOND<br>(CERTIFIED OR CASHIER'S CHECK)                    | _____                  |
| 7. RECEIPT OF ADDENDA FORM <b>(SIGNED)</b>                                                            | _____                  |
| 8. ALL APPLICABLE WARRANTIES                                                                          | _____ <u>N/A</u> _____ |
| 9. W-9 FORM <b>(Please include a current copy with your submission)</b>                               | _____                  |

**THE FOLLOWING DOCUMENTS ARE DUE PRIOR TO THE CONTRACT AWARD. BIDDER'S ARE STRONGLY ENCOURAGED TO PROVIDE WITH THEIR BID DOCUMENT:**

- |                                                                                              |       |
|----------------------------------------------------------------------------------------------|-------|
| 1. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE<br>(INCLUDING FOR ALL LISTED SUBCONTRACTORS) | _____ |
| 2. PUBLIC WORKS REGISTRATION CERTIFICATE<br>(INCLUDING FOR ALL LISTED SUBCONTRACTORS)        | _____ |
| 3. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EVIDENCE                                  | _____ |
| 4. INSURANCE DOCUMENT CHECKLIST                                                              | _____ |
| 5. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM <b>(SIGNED)</b>                          | _____ |

\_\_\_\_\_  
SIGNATURE

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

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

To All Respondents:

**REMINDER!**

Did you sign all of the bid documents?

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

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

Oren R. Thomas, IV  
Purchasing Manager, QPA



**ATLANTIC COUNTY UTILITIES AUTHORITY**

**TECHNICAL SPECIFICATIONS**

**BID NUMBER:** 2022-SW-06

**BID TITLE:** TRANSFER AND DISPOSAL OF SOLID WASTE

**BID RELEASE DATE:** MAY 11, 2022

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

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

**EMAIL:** rthomas@acua.com

**FAX:** (609) 272-6936

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

## 1. DEFINITIONS

**1.1** For purposes of the Agreement, the following definitions shall apply:

**ACUA** – The Atlantic County Utilities Authority, a body corporate and politic of the State of New Jersey, having its principal place of business at PO Box 996, Pleasantville, New Jersey 08232, its officers, employees, agents, contractors, and assignees.

**ACUA Environmental Park** – A site located at 6700 Delilah Road in Egg Harbor Township, Atlantic County, New Jersey and used for ACUA’s solid waste operations. The site currently includes:

- **ACUA Transfer Station** – a permitted facility receiving all types, 10, 13, 13C, 23, 25, 27, & 27A waste generated in Atlantic County. ACUA Transfer Station Site shall refer to the location of the ACUA Transfer Station.
- **ACUA Landfill** – a facility permitted to accept all waste types listed above. 10 (municipal solid waste), type 13 (bulky waste), type 13C (construction & demolition waste), type 23 (vegetative waste), type 25 (animal and food processing waste), type 27 (dry industrial waste), type 27A (asbestos) & type 27I (incinerator ash).
- **ACUA Recycling Center** – processes Class A recyclable material.
- **ACUA Compost Site** – accepts all yard waste material.
- **Administrative Building** – office of ACUA Solid Waste, Construction, Finance, and Legal Divisions.
- **ACUA Maintenance Center** – repair and maintenance of ACUA vehicle and equipment.

**Agreement** – The total of all of the undertakings of the parties to this procurement, as evidenced by the Contract Documents.

**Agreement Term** - The entire period of time during which the Agreement is in effect.

**Bidder** - The person or entity submitting a Bid hereunder and, after award of contract, the Contractor, specifically including all participants in any joint business entity or arrangement.

**Contract Documents** - The form of agreement contained in the Instruction to Bidders, together with all documents referenced in same, including these Specifications, the Proposal form(s) and all attachments, all referenced schedules and addenda. Where any ambiguity or contradiction exists in or between any part(s) of the Agreement and/or Contract Documents, documents shall be looked to in the following order in order to resolve said ambiguity:

1. The Agreement itself;

2. The technical specification, the Notice and Instructions to Bidder and any addenda; and
3. Such other documents and references as may be necessary.

**Delay** – When used in the context of the operations of Contractor, shall mean any deviation from the times set forth in the Contract Documents for the performance of services by Contractor.

**Designated Solid Waste** - Material designated for collection and/or disposal by ACUA, including but not limited to the following waste categories as defined by the new Jersey Department of Environmental Protection (NJDEP), as set forth in the regulation in effect at the relevant time.

**Type 10 - Municipal Waste** (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste from wholesale, retail or service establishments such as restaurants, stores, retail markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings.

**Type 13 - Bulky Waste:** Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.

**Type 13C – Construction and Demolition Debris:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and un-treated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.

**Type 23 – Vegetative Waste:** Waste materials from farms, plant nurseries and greenhouses that are produced by raising plants. This waste includes such as crop residues as plant stalks, hulls, leaves, and tree wastes processed through a woodchipper. Also included are non-crop residues such as leaves, grass clips, tree parts, shrubbery and garden wastes.

**Type 25 – Animal and Food Processing Waste:** Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also includes dead animals. Animal manure, when intended for reuse or composting, is to be managed with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.

**Type 27 – Dry Industrial Waste:** Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at N.J.A.C. 7:26G.

**Disposal Facility** – A fully licensed and permitted Landfill and/or Resource Recovery Facility that will be utilized for disposal in conjunction with this bid.

**District** – The Atlantic County Solid Waste Management District as contained in the Atlantic County Solid Waste Management Plan, as the same may exist at the time of bidding and as it may be amended and/or supplemented during the Agreement Term.

**Fuel Price Adjustment Factor** – At the start of the contract, ACUA and the Contractor shall establish a base price per gallon for diesel fuel and a standard miles-per-gallon fuel efficiency for Contractor's trucks. The following calculation shall be used to determine the Fuel Price Adjustment Factor each month; [the index price less base price] multiplied by [the total number of miles traveled per haul divided by standard miles-per-gallon]. The index shall be the U.S. Energy Information Administration Central Atlantic (PADD 1B) Monthly price for Ultra Low Sulfur (15 ppm and Under) Diesel. The index can be found here: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_rly\\_m.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_rly_m.htm)

**Impairment** – When used in the context of the operations of Contractor, shall mean any hindrance to complete or timely performance by Contractor of any obligation under the Agreement.

**Material** (where used as a noun) – Generic term referring to all solid waste and recyclables collected and transported under the Agreement.

**On-Site** – specified areas within the ACUA Environmental Park.

**Site Manager** – Transfer Station Manager for ACUA or his designee; or individual designated by the appropriate official(s) of the ACUA as having supervisory responsibility over the Contractor's performance of the Agreement.

**Tipping Fee** – The per ton rate for receipt and disposal of the waste at the designated Disposal Facility.

**Transportation** – ACUA will be responsible for arranging for the collection of material located at the ACUA Transfer Station site and its delivery for disposal at one or more Designated Disposal Facilities.

**Uncontrollable Circumstances** – Events or circumstances which are not, at the time of their occurrence, of a kind which Contractor could reasonably have predicted and/or prepared for in advance, including events such as fire, flood, blizzard, hurricane, storm, war or riot, and sudden and unexpected closure of public facilities such as expressways and bridges. The term shall not include weather conditions normal and predictable for the State of New Jersey and the area of the Designated Disposal Facility, even if said conditions are relatively unusual and adversely affect Contractor's personnel or facilities, subcontractor delays, or the availability or operability of equipment. Strikes, slowdowns, refusals to cross picket lines, and similar labor-related situations with respect to Contractor or any subcontractor of Contractor are not Uncontrollable circumstances hereunder and shall not excuse delay or nonperformance.



**Unit price** – The per ton compensation to be paid to the Contractor under this Agreement. Price inclusive of the disposal fee, hauling costs, and any and all other associated fees.

**1.2** In the absence of any specific definition, all words and phrases shall have their generally accepted meaning. In the case of terms that are not specifically defined herein, said terms shall have the meaning normally ascribed to them in the trade, profession or business with which they are associated.

## **2. GENERAL INFORMATION AND REQUIREMENTS RELATING TO THE WORK**

**2.1 GENERAL INFORMATION:** ACUA is the designated agency for implementation of the Atlantic County Solid Waste Management Plan pursuant to the New Jersey Solid Waste Management Act.

**ACUA desires to obtain bids from qualified Solid Waste Transporter(s) to haul designated solid waste to Disposal Facilities for final disposal of specified solid wastes. Solid Waste to be transported under this bid: Type 10 waste material, Type 13 waste material, Type 13c waste material, Type 23 waste material, and Type 25 waste material from the ACUA Transfer Station.** The Contractor will be responsible for the tipping fees associated with disposal and will pay the receiving facility directly. Please see **Exhibit A for the projected quantities of designated solid waste for each contract year.** ACUA may choose to transport all tonnage, a portion of tonnages received or none of the tonnage received. **Bids are requested for daily service provided on a Monday through Friday and/or Monday through Saturday basis. The contractor is not expected to provide transport and disposal services on the following major holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day.** The disposal site must be a Subtitle D Landfill or a fully permitted Resource Recovery facility with ash being disposed of at the Subtitle D Landfill. As part of the bid document Bidders shall identify the Disposal Site, see Attachment B: Disposal Facility List. Each bidder must identify a minimum of one (1) and a maximum of five (5) disposal facilities to be used in conjunction with this bid. If the bidder identifies only one (1) disposal facility the bidder must include with the bid documents a contingency plan in the event the designated disposal site becomes unavailable. For each disposal facility, not **directly owned or operated by either the Bidder or an Affiliate of the Bidder, bidder must provide agreement of disposal capacity form for each disposal facility identified in the bid.** Please see Attachment C: Agreement to Provide Disposal Capacity.

Bidders are cautioned that this procurement is not to be construed as the award of an exclusive contract; ACUA may, within its sole discretion, make such other arrangement as it shall deem in its best interest (cost and other factors considered) to haul waste to or from any facility. At the present time, the disposal facility utilized by the ACUA is the ACUA Landfill in Egg Harbor Township, New Jersey. The Contractor shall be responsible for delivering all waste to the Disposal Facility designated in their bid, at the per ton rate which is proposed in its bid, without adjustment of any kind except for adjustment by the Fuel Price Adjustment Factor if and when applicable.

This contract requires bidders to have an A-901 New Jersey Department of Environmental Protection Solid waste transporter registration and a Certificate of Public Convenience and Necessity (CPCN) registration.

**2.2 GENERAL REQUIREMENTS:** The requirements set forth below are in addition to those set forth in the Notice to Bidders and Instructions to Bidders also made a part of this Specification.

- a. Prior to bidding, the bidder should be familiar with all of the following since lack of familiarity with any statute, regulation or operational requirement shall not be considered a valid excuse for nonperformance or delay after award of contract:

- (i) All applicable statutes and regulations pertaining to performance under the Agreement, including but not limited to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., the New Jersey Local Public Contractors Law N.J.S.A. 40A: 11-1 et seq., the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq., and the New Jersey Municipal Utilities Law, N.J.S.A. 40A: 14B-1 et seq.

- b. Any questions pertaining to the form of the bid or to bidding requirements shall be addressed to Oren Thomas, the ACUA Purchasing Manager in writing. Questions should be e-mailed to: [rthomas@acua.com](mailto:rthomas@acua.com). If necessary, the ACUA will issue an addendum to address questions that are in need of a response.

- c. The attention of bidders is also specifically directed to the Statement of Qualifications. In order to be qualified to be considered for the Award of the Contract, the Bidder, Bidder's parent entity, a subcontractor, as applicable, must demonstrate to the satisfaction of the Authority that it has: two (2) years successful experience transporting solid waste greater than 250,000 tons per year between two validly permitted Disposal Facilities that had an average daily throughput of at least 1,000 tons per day. In addition, the bidder must demonstrate that it possesses an approved registration statement from the New Jersey Department of Environmental Protection (DEP) as a solid waste transporter pursuant to N.J.A.C. 7:26-3.2 et seq. and associated regulations. **Attachment D: Statement of Qualifications**

Contractor will be asked to provide a price per ton of waste delivered to the designated disposal facility under each estimated tonnage scenario. See **Bid Proposal and Certification Form.**

- d. All required performance and payment bonds and Certificates of Insurance, together with either the Employee Information Report (AA-302) or a valid Certificate of Employee Information Report Approval shall be presented to ACUA by Contractor along with the Agreement signed by it. Contractor shall sign the Agreement within ten (10) days of notification of award or within ten (10) days of receipt of the

Agreement from ACUA for signature, whichever shall last occur. The Bid Bond and consent of Surety shall be submitted with the bid.

- e. Minimum Financial Qualifications – The bidder and the Guarantor shall meet the minimum financial criteria set forth on Schedule 3 to the contract at the time of the Bid is submitted and throughout the term of the Contract. In the event that the Bidder intends to create or utilize an affiliate or subsidiary for the purposes of carrying out its obligations under the terms of the Contract, such affiliate or subsidiary shall execute the Contract. In such event, such affiliate or subsidiary and the Guarantor, shall meet the minimum financial criteria set forth in the Bid Documents.
- f. The Agreement shall be governed in all respects by the laws and regulations of the State of New Jersey. Notwithstanding that the laws of other jurisdictions may be relevant to determining whether a breach of the Agreement has occurred (e.g. failure of the Contractor to adhere to the motor vehicle laws of any relevant State), the jurisdiction over this agreement is solely in the State of New Jersey.
- g. Proof that any notice to Contractor was received at the address stated in its bid shall be conclusive proof that the notice was received by Contractor. In the event documents are sent by facsimile either before award of contract or during the Agreement Term, they shall be deemed to have been received on the business day following transmission. A “hard copy” of all such documents shall be sent by certified mail, return receipt requested, within three business days of the facsimile transmission. Failure to receive such certified mail notice, however, shall not affect the validity of the facsimile transmission.
- h. Evaluation of Bids: The award of contract will be based upon the proposal of the lowest responsible and responsive bidder. ACUA reserves the right to reject all bids where the lowest bid is not accepted.
- i. Diesel Retrofit Program: Selected contractor will be required to meet the Diesel Retrofit Program requirements set forth within N.J.A.C. 7:27-32 et seq. which apply to solid waste vehicles, throughout the term of the Contract.
- j. Certification as to Status of Permits: In Addition, upon execution of the Contract, the Successful Bidders/Contractor shall submit an executed Certification as to the Status of Permits Required Under the Contract, which is included in the Bid Documents, that Contractor knows of no known impediment to maintaining a valid Solid Waste Facility for the Term of the Contract for each Disposal Facility in its bid.
- k. Environmental Compliance: The Contractor shall comply with all Federal, State, and Local laws, regulations and ordinances pertaining to

the environment and shall be responsible for any discharges to the environment that violates applicable laws. In the event that any discharge to the environment or harm to the environment has been caused by any party in connection with Work at any locations, including upon either the ACUA Solid Waste facilities, the Contractor shall notify the ACUA immediately and the Contractor shall implement any measures that may be necessary for containment and shall adequately address any immediate environmental concern.

- l. Solid Waste Facility permit, CPCN, A-901: Each Perspective Bidders, Perspective Bidder's parent entity or such Affiliate, as applicable, and any subcontractor(s), as applicable, must, at the time of Bid submission, be the current holder of a valid, state-issued Solid Waste Facility Permit, a valid Certificate of Public Convenience and Necessity (CPCN) in accordance with N.J.S.A. 48:13A-6 (but not specifically for the ACUA Transfer Station Facilities), and a current A-901 license in accordance with N.J.S.A. 13:1E-127, et seq., or, submit proof of exemption from the same or grandfathered according to Applicable Laws at the time the Bid is submitted to the ACUA, as may be required by the NJDEP and/or Applicable Laws.
- m. Minimum Disposal Technical Specifications: Each Disposal Facility proposed in the Bid must meet the Minimum Disposal Technical Specifications at the time of Bid submission and must maintain such minimum specifications for the duration of the Contract, as provided below.
- n. Landfill Facilities and Resource Recovery Facilities:

All Landfill Facilities must have a valid, state-issued Solid Waste Facility Permit.

Resource Recovery Facilities.

- o. All Resource Recovery Facilities must have a valid, state-issued Solid Waste Facility Permit. Bypass waste and ash residue from the Resource Recovery Facilities shall only be disposed in a Landfill(s) with a valid, state-issued Solid Waste Facility Permit. Perspective Bidders shall identify such Landfill(s) on the Approved Disposal Facility list.
- p. Disposal Facilities: In addition, the Perspective Bidders must provide information at the time of Bid submission which demonstrates that it has the capacity for disposition of 1,000 tons of designated County Solid Waste per day and 250,000 tons per year at the Disposal Facilities identified by Perspective Bidders in the Bid. Perspective Bidders shall submit a separate Landfill Facility Information Form and/or Resource Recovery or Other Processing Facility Information Form, both included in the Bid Documents, for each Disposal Facility proposed by

Perspective Bidders. A minimum of one (1), but no more than five (5) Disposal Facilities. If the bidder identifies only one (1) disposal facility the bidder must include with the bid documents a contingency plan in the event the designated disposal site becomes unavailable.

Each Disposal Facility used to meet this requirement, including each Landfill Facility, and Resource Recovery Facility, shall provide a completed Disposal Facility Information Form and/or a Resource Recovery Or Other Processing Facility Information Form, as appropriate. In the event that the Disposal Facilities proposed in the Bid are not directly owned or operated by either the Perspective Bidders or an Affiliate of Perspective Bidders, then the Perspective Bidders shall submit with its Bid a completed Agreement to Provide Disposal Capacity for each such Disposal Facility. The Agreement to Provide Disposal Capacity is not required to be submitted where the Disposal Facilities proposed in the Bid are directly owned or operated by Perspective Bidders or any Affiliate of Perspective Bidders. For each Disposal Facility proposed by Perspective Bidders, Perspective Bidders shall submit, at the time of Bid, the completed Disposal Facility Information Form and/or a Resource Recovery Or Other Processing Facility Information Form as appropriate referenced above, and a copy of the existing Solid Waste Facility Permit, together with an executed Agreement to Provide Disposal Capacity, if necessary.

- q. Inspection of Disposal Facility Records: Contractor agrees that Authority and its duly authorized agents shall have the right at all times to enter upon and to examine and inspect the Disposal Facilities and/or Processing Facilities, to examine and inspect Contractor's records relating to the Disposal of County Solid Waste and/or Processing of Recyclable Materials under this Contract (other than financial records and data) subject at all times to reasonable notice and Contractor's safety and security procedures and during normal business hours so as not to adversely affect the operations of Contractor at the Disposal Facilities and/or Processing Facilities.
- r. Materials and Equipment Substitutions: All materials and equipment furnished and installed pursuant to the Contract shall meet the requirements of the Bid Documents. No materials or equipment for the ACUA Solid Waste Facilities shall be ordered unless and until reviewed and approved in writing by the ACUA. All materials and equipment not otherwise specifically indicated shall be furnished and installed by the Contractor.

It shall be the responsibility of the Contractor to ensure that materials and equipment to be furnished fit within the space available. Contractor shall take field measurements as may be necessary in order to ascertain space availability and requirements, including any requisite space for connections, and Contractor shall order such sizes and shapes of equipment such that, upon the final installation of the equipment, requirements set forth in the Bid Documents may be satisfied. Any

necessary changes and modifications to structures must be included when a substitution is proposed. All of the Contractor's equipment brought on-site during the Contract shall continue to be owned and maintained by the Contractor and it shall be the responsibility of the Contractor to remove all such equipment at the end of the Contract.

- s. Approval of Outside Agencies: Certain tasks to be performed within the scope of the Contract may be required to meet the conditions of persons, municipalities or governmental bodies other than the ACUA. The Contractor shall be responsible for meeting any conditions necessary for obtaining the Permits, approvals and acceptance of these tasks by such persons, municipalities, or governmental bodies, except as may be specifically set forth herein.
- t. ACUA/Solid Waste Flow Control/Atlantic County District Solid Waste Management Plan Amendment: The February 28, 2012, County Solid Waste Plan amendment, which re-instituted full solid waste flow control, directing all type 10, 13, 13C, 23, 25, 27, and 27A, generated within Atlantic County to ACUA Solid Waste Facility for disposal. A copy of this NJDEP Certified County Solid Waste Plan Amendment, Certified by NJDEP on August 10, 2012, has been included as **Exhibit B**.
- u. **ACUA Historical solid waste data has been included in Exhibit A.** The provision of this data is set forth purely for the Perspective Bidders' informational purposes. However, it must be noted that solid waste volumes are subject to a number of variables and **UNDER NO CIRCUMSTANCE DOES THE ACUA GUARANTEE ANY AMOUNT OF WASTE TO ANY TRANSFER STATION FACILITY OR DISPOSAL FACILITY.** ACUA shall notify the contractor 6 months before to the start of the contract of the expected minimum tonnage to be transported for that contract term. For optional subsequent terms, ACUA shall provide notice of expected minimum tonnage along with notice of optioning a contract renewal no less than 90 days before the beginning of the renewal term.

**2.3 TRANSFER STATION PROCEDURES:** following is a brief description of the method of operation of the ACUA Transfer Station:

- a. Trailers will be loaded, tarped and staged by ACUA personnel. Contractor **MUST** supply trailers equipped with automatic or semi-automatic tarping systems capable of being tarped from ground level. **ACUA anticipates 15 to 20 tons waste per trailer.**
- b. Trailers are then transported by the Contractor to the designated disposal facility. Staged trailers will have an ACUA weight slip and the transporter will deliver each load to the designated facilities scale for weighing and disposal.

- c. The ACUA will permit the transporter to store up to twenty (20) trailers and two (2) tractors on site. Movement of stored trailers in and out of the Transfer Station and to and from the staging area will be performed by ACUA personnel with ACUA equipment. The Selected transporter will be given gate access, which is outside of ACUA normal operating hours. Normal operating hours are Monday-Friday 7am to 4pm and Saturday 7am to 12pm. **No access will be given to the transporter on SUNDAYS.**
- d. The ACUA estimates that the time to load, weigh and stage trailers as a maximum of one hour. The ACUA does not guarantee this time schedule.

### **3. RIGHT TO AUDIT**

All records kept by Contractor relating to the performance of the Agreement shall be subject to audit by ACUA or its representatives at any time during the performance of the work or within two (2) years after the termination of the Agreement. All financial records pertaining to performance of this Agreement shall be kept in accordance with Generally Accepted Accounting Principles (GAAP).

### **4. TERM OF AGREEMENT**

The Agreement shall be for an initial term of one (1) year with four (4) one (1) year extensions at the ACUA's option. Exercise of that option shall be noticed to Contractor by ACUA no less than 90 days before the beginning of each term. In the absence of action by the ACUA extending the agreement for an option period, the agreement shall terminate. Services may be provided beginning as early as January 1, 2024, thru December 31, 2024.

### **5. OPERATIONAL CONDITIONS AND REQUIREMENTS**

#### **5.1 Forms:**

The ACUA shall provide weigh slips for each load of waste.

#### **5.2 Authority of Site Manager:**

The Site Manager shall be responsible for the supervision of Contractor in the performance of the Work and the Contractor shall abide by his directives.

#### **5.3 Transportation:**

- a. Contractor is required to undertake all responsibilities associated with the collection from the designated locations and transportation of solid waste for disposal as directed, except for those specifically reserved to ACUA under this Specification.

- b. The Truck Route(s) to be used in performance of this contract are this found in the Atlantic County Solid Waste Management Plan and the Solid Waste Management Plan for the County in which the disposal facility is located. The Contractor shall document the proposed route(s) in their bid submittal.
- c. No guarantees are made or implied as to quantities to be transported.

#### **5.4 Responsibilities of ACUA:**

With respect to this contract, ACUA shall be responsible for the following.

- a. Providing and maintaining paving on access roads from Delilah Road to the Transfer Station.
- b. Providing weighing services and weight slips for each load to be transported. ACUA will be responsible for providing the transporter access to the facility for after normal business hour access. Normal business hours are defined as Monday - Friday from 7:00 a.m. to 4:00 p.m. and Saturday 7:00 a.m. to Noon on Saturday. ACUA's solid waste facility is open every day each year Monday-Saturday, with exception of three (3) major holidays: New Year's Day, Thanksgiving and Christmas Day. **No access will be given to the transporter on SUNDAYS.**
- c. Providing outside storage space for empty vehicles. The movement of stored trailers can be done by the ACUA.
- d. Ownership of waste until Contractor receives the weight slip from the ACUA; Contractor shall take ownership of the Waste and be responsible for proper handling of the Waste from the time the load is picked up in accordance with this document until the Waste is delivered to the Disposal Facility. In the event that the hauled material is rejected by the receiving facility, or arrives at the receiving facility after normal hours, Contractor shall retain ownership of the material until it is returned to and accepted by ACUA for disposal, or another designated disposal facility.
- e. Operation and maintenance of the Transfer Station.
- f. Loading and tarping of vehicles used for transporting waste to the designated disposal sites. **All trailers provided under this bid must include the ability to be tarped from ground level.**
- g. The Contractor may request transportation services on a live load basis however this is solely at ACUA's discretion. ACUA's preference will be the use of staged trailers.



## 5.5 **Responsibilities of Contractor:**

- a. Providing all equipment, materials, labor, required insurance, tolls, fuel, repairs, maintenance, and all other items necessary or required to transport all designated solid waste as provided herein. All vehicles to be used in this performance of contract shall be brought to ACUA not less than one week prior to the commencement of operations to be tare-weighted and numbered by ACUA. Additional and/or replacement vehicles shall be tare-weighted and numbered before they are to be used for hauling.
- b. Providing staging area for transfer vehicles off the ACUA Environmental Park site, if necessary. The maximum number of transfer vehicles on site at any time shall be as determined by the Site Manager and stored on-site only at locations specifically designated by ACUA, so as not to interfere with the efficient operation of the facility.
- c. Delivery of waste for disposal in accordance with ACUA rules and directives, dumping designated solid waste at the designated disposal facility (as indicated on the weight slip) in accordance with designated disposal facility rules. All vehicles leaving the ACUA site must be less than 80,000 lbs.
- d. Compliance with all vehicle and traffic laws in states and localities in which this contract work is performed.
- e. Transportation of solid waste from ACUA to Disposal Facility in enclosed vehicles or containers.
- f. Ensuring that no food products are hauled in any vehicle used in performance of this contract.
- g. Directing vehicles in and out of ACUA's solid waste facility and only if approved by ACUA across the scale provided by ACUA, in conformance with ACUA procedures.
- h. Strictly conforming to all prescribed transportation routes.
- i. Having sufficient vehicle capacity to transport up to 1,000 tons per day, 5,000 tons per week, if necessary, from the ACUA Transfer Station Site to the Disposal Facility.
- j. Provide all maintenance of trailers and washing of vehicles. Maintenance of vehicle and trailers shall be performed off site.
- k. **All trailers under this contract shall have a minimum capacity of 20 tons, and an automatic or semi-automatic tarping system capable of**

**being operated from ground level.** Trailers must be covered while at the site.

- i. Transports shall be of the following type: leak resistant top-loaded trailers and/or roll-off containers. These trailers and/or roll-off containers must be leak resistant to ensure that **NO LEACHATE OR WASTE WILL BE DISCHARGED FROM THE TRAILERS AT ANY TIME, REGARDLESS OF THE MOISTURE CONTENT OF THE WASTE LOADED INTO THE TRAILERS OR CONTAINERS.** Liners will not be accepted as a substitute for leak resistant trailers. Trailers must be capable of hauling and efficiently discharging all material.
- m. Meeting Vehicle Requirements:
  - 1. All vehicles used for transportation of Waste shall be certified by NJDEP, Division of Solid Waste Management and have a valid certified registration. Copies of all NJDEP registrations shall be presented at the time vehicles are tare-weighted. If Waste is being shipped out of state all vehicles shall be also be certified, to the extent required, by the appropriate governing bodies of all states thru which the Waste shall be transported.
  - 2. The Site Manager shall have the right to inspect all vehicles supplied by Contractor. If in the Site Manager's reasonable judgment, a vehicle does not conform to applicable vehicle and traffic laws, Contractor shall supply a conforming vehicle to carry the nonconforming vehicle's load within four (4) hours.
  - 3. The Site Manager shall have the right to direct a transfer vehicle to return to the transfer station to remove waste prior to the issuance of a weight slip, in order to comply with 5.4(f) above.
- n. Meeting Transportation Standards:
  - 1. All containers and/or vehicles shall be covered at all times even if empty. Contractor shall ensure that its vehicles do not leak or litter the highway.
  - 2. All vehicles shall be kept in good repair and the vehicle and all transportation containers shall be maintained in a manner that shall minimize noise, fumes, and odors. Contractor shall reimburse ACUA promptly in the event of accidental spillage, equipment failure, or other circumstance causing overtime or other expense to ACUA.

3. Any loaded trailers must be hauled from the ACUA site within 24 hours.
- o. Maintaining records in accordance with Section 7 of these Technical Specifications.
  - p. Making all reasonable efforts to not interfere with the operation of the transfer station and, in the case of discharge to the ACUA landfill and other facilities, discharging in accordance with the directives of the Site Manager.
  - q. Fueling transfer vehicles off-site.
  - r. Ensuring that a sufficient supply of empty trailers, is available at all times, for the loading of waste so that transfer station operations can take place as a continuous process.
  - s. Maintaining, at all times, during the performance of the contract its status as a registered solid waste transporter pursuant to N.J.A.C. 7:26-3.2 et seq. and associated regulations.
  - t. Meeting Disposal Standards
    1. Provide a truck route to and from the Disposal site(s) along with the one-way mileage so that it can be reviewed by the ACUA within ten (10) days of ACUA Board approval of a contract.

## 6. COMPENSATION FOR TRANSPORTATION AND DISPOSAL

- 6.1. Contractor shall receive the Unit Price for each ton of waste transported and disposed, as measured by the tons of waste transported based scale receipts provided by the receiving disposal facility and verified by on the ACUA scales receipts. Contractor should anticipate approximately 15 to 20 tons of waste per trailer. Delivery receipts signed by the representative of the Designated Disposal Facility at the time of disposal should be provided to the Site Manager on a daily basis. Compensation will not be paid for any tonnages not evidenced by complete receipts.
- 6.2. Compensation shall be payable only as follows: Contractor shall submit to ACUA a fully executed ACUA voucher (the form of which ACUA shall supply to Contractor) on or before the first Friday of each month, stating the number of tons of material hauled by the Contractor during the preceding calendar month. ACUA will compare the invoice of Contractor with its records as to weight of materials disposed and pay all undisputed amount within sixty (60) days from the date the invoice was submitted. ACUA shall notify Contractor's designated representative as to any disputed amounts. **The burden shall be on Contractor to demonstrate why any disputed amount should be paid.**
- 6.3. Payment will be made only upon the submission of the required standard invoice and any additional documents deemed necessary by ACUA, which reserves the right to determine

that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein. Contractor shall maintain and make available to ACUA on two (2) business days-notice, all records required by Section 7.

## **7. REQUIRED RECORD KEEPING BY CONTRACTOR**

- 7.1** The contractor shall keep the operating records detailed in section 7.2 in both paper form and, as to all logs, summaries, and accounting records, electronically, readable on a standard personal computer with “Excel” software.
- 7.2** For the duration of the agreement and for a period of two (2) years after the expiration of the Agreement, Contractor shall retain for inspection by the ACUA or its representative during business hours:
- a. Copies of all source of load sheets and weight slips initiated at the ACUA weight stations for outbound solid waste vehicles.
  - b. Copies of all weight slips (and source of load sheets – if any) issued by the Disposal Facility and/or other designated facility as applicable.
  - c. Daily logs of all trucks collecting material or delivering material to the Designated Disposal Facility and/or other facilities as applicable, including date, truck and container identification number, tonnage transported by truck and by daily total, name of driver, and date and time of vehicle crossing scales at the relevant facility.
  - d. Copies of all applicable transportation, environmental, and other operating permits and registration statements, including both motor vehicle and DEP registration information with respect to all vehicles utilized in the performance of this contract.

## **8. AGENCY RELATIONSHIPS, INDEMNIFICATION, AND INSURANCE**

Contractor shall at all times and for all purposes be deemed an independent principal and not an agent, employee, partner, or participant in any joint venture with ACUA for any purpose.

## **9. ASSIGNMENT**

Contractor shall not assign the Agreement or any rights or obligations there under without the prior approval, expressed by resolution, of ACUA.

## **10. INDEMNIFICATION**

- 10.1** Contractor shall protect, defend, indemnify and hold ACUA and its employees, agents, officers, and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the following:

- a. Without limitation by enumeration, any and all judgments, penalties, interest, court costs, legal fees and all other expenses, costs, or obligation in favor of any party including claims, liens, debts, personal injuries or death of any person (including employees of ACUA) or damages to any property (including property of ACUA) and all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of Contractor's performance of the Agreement.
  - b. Without limitation by enumeration, any and all fines, penalties, levies, assessments, or other direct or indirect financial obligations (including those resulting from or relating to mitigation or clean-up of any pollution and those resulting from any voluntary settlement of any regulatory proceeding) imposed by an regulatory agency having jurisdiction over ACUA or Contractor, by reason of any act or omission to act of Contractor related to or arising from the obligations of Contractor under the Agreement, whether resulting from Contractor's performance of any such obligation, or Contractor's omission, failure, or refusal to perform any such obligation.
- 10.2.** Contractor shall investigate, handle, respond to, provide defense for and defend any and all such claims, demands, or suits described in subparagraph a. or b. above.

## **11. INSURANCE REQUIREMENTS**

- 11.1** The contractor is required at its sole cost and expense and for the duration of the Agreement, to maintain all insurance coverages as set forth in Insurance Coverages in these documents. ACUA should be named as an additional insured for any and all insurance coverage.
- 11.2** In the event that Contractor at any time fails to maintain in force any insurance coverage required under the Agreement, ACUA may, but need not, purchase said insurance on Contractor's behalf on such terms and at such premiums as may in ACUA's sole judgment be most advantageous and deduct the cost of said insurance from any compensation due Contractor.

## **12. BONDS**

- 12.1.1 Bid Security and Consent of Surety** Bid security is required and may be provided either in the form of a certified or cashier's check accompanied by the Bid Guarantee or surety bid bond in the forms provided as a part of these Specifications, in the amount of ten percent (10%) of the Bid, but not to exceed \$20,000. The check or bond of the bidder to whom the contract is awarded shall be retained until the contract is executed and the required performance bond or other security is submitted. The bid bond form supplied as a part of these specifications, which includes the Consent of Surety, **must** be used if a surety bond is to be supplied. If a certified or cashier's check is to be used in lieu of surety bond, the Bid Guarantee made a part of these specifications shall be executed and the Consent of Surety portion of the bid bond form must also be executed. All surety bonds shall be accompanied by an effective power-of-attorney.

- 12.1.2** In the event of cancellation, non-renewal, or material change in the scope or amount of any bond, written notice shall be given to ACUA at least forty-five (45) days in advance of such cancellation, non-renewal, or change.

### **13. PAYMENT OF PREVAILING WAGES**

In the event that the Agreement, or any part thereof, is governed by the New Jersey Prevailing Wage Act, P.L. 1963, c. 150, Contractor shall fully comply with said Act. By his signature herein, Contractor warrants that neither he nor any subcontractor employed to perform any work hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act.

### **14. BREACH AND TERMINATION; ACUA'S OPTION TO CURE**

- 14.1** Any of the following events shall (without limitation by enumeration) constitute a breach of the Agreement and shall make the Agreement terminable for cause at ACUA's sole option:

- a. Bankruptcy or insolvency, whether liquidating or non-liquidating, of Contractor;
- b. Conviction of Contractor, or any of its principals, of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment.
- c. Material breach of any term of the Agreement, including, but not limited to, unjustified (by Uncontrollable Circumstances) delay and/or refusal to collect and/or deliver material for disposal hereunder;
- d. Abandonment of the work by Contractor for any period of twenty-four (24) hours which includes one (1) working day, without the express written permission of ACUA; and
- h. Repeated violations of one or more of the operation standards set forth in Section 5.5 of this Specification.

- 14.2** ACUA may terminate this agreement for cause at any time by written notice to Contractor stating the following:

- a. The cause or causes for termination and the terms on which termination of the Agreement shall take place, including the date and time for cessation of activities by Contractor hereunder; and
- b. Instructions to Contractor with respect to transition to alternate arrangement, which Contractor shall follow whether or not a dispute of any

kind exists between ACUA and Contractor with respect to any matter arising under the Agreement or the termination thereof.

- 14.3** ACUA may terminate this Agreement without cause at any time by written notice to Contractor, which notice shall take effect ninety (90) days from receipt and on such terms as ACUA shall set forth.
- 14.4** In the event of breach of any term of this Agreement, ACUA may, but need not, cure said breach and may, but need not, deduct the cost of such cure, plus an additional ten percent (10%) to defray administrative costs, from any compensation due Contractor.
- 14.5** Any failure of ACUA to insist on strict compliance with any term of this Agreement shall not be construed as a waiver of any remedies provided for breach hereunder, or of ACUA's right to insist upon strict compliance with said term at a later time.
- 14.6** Contractor shall not, under any circumstances and regardless of the existence of a dispute of any kind, refuse to perform services under the Agreement. Any refusal to perform services shall be considered a material breach of the Agreement.

## **15. REPRESENTATIONS OF CONTRACTOR**

Contractor hereby presents to Authority as follows:

- 15.1** Contractor is a corporation duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligation under the Contract. No Act of Bankruptcy has been commenced by or against the Contractor. The execution of this Contract, and the performance of all obligations under the Contract, have been authorized by all required action of Contractor, all as required by the charter, by-laws and Applicable Laws which regulate the conduct of the Contractor and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any charter or by-laws of Contractor or any Contract, indenture, mortgage, contract, instrument to which Contractor is a party or by which Contractor is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, and this contract, as of the Contract Date, constitute the valid, legally binding obligations of Contractor, enforceable against Contractor in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.
- 15.2** There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against Contractor wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of this Contract, or any other contract or instrument entered into by Contractor in connection with the transaction contemplated hereby.

- 15.3** Without limiting the generality of the foregoing, (1) Contractor has in its possession valid permits which pursuant to Applicable Laws, permit Contractor to receive and Dispose of solid waste (having the characteristics similar to County Solid Waste) at the Approved Disposal Facilities, (2) Contractor has no reason to believe that, as of the Commencement Date, permits will not be available to enable the Authority to dispose of County Solid Waste up to the Contract Waste Amount during the Term of the Contract, and (3) Contractor will continue to obtain any necessary permits, and to have adequate equipment, manpower, Approved Disposal Facilities and capital to perform its obligations hereunder.
- 15.4** Contractor will, at all times, obtain and maintain the insurance coverages set forth in Schedule 6 hereto.
- 15.5** Contractor has met and will continue to meet all Permit conditions relating to the Approved Disposal Facilities.
- 15.6** Contractor and/or the Guarantor meet or meets the Minimum Financial Qualifications set forth in Schedule 3 hereto.

## **16. LIQUIDATED DAMAGES**

- 16.1** The timely performance of services is of the essence of the Agreement, and the monetary damages resulting from a breach of this obligation by Contractor are impossible to accurately quantify, but many include substantial costs including the cost to ACUA and its customers of alternative transportation arrangement. Therefore, payments in the amount of two (2) multiplied by the affected tonnage and/or applicable ton-miles, as appropriate, shall be payable by Contractor to ACUA as liquidated damages resulting from any failure of Contractor to adhere to the times for performance set forth in Section 5 of these Technical Specification (provided, however, that any said failure is not attributed to acts of ACUA which directly cause said failure or to Uncontrollable Circumstances).
- 16.2** Circumstances other than Uncontrollable Circumstances may occur during the Agreement Term which may cause Contractor's performance to be slowed. In the event of foreseeable Delay or Impairment for any reason, Contractor shall notify ACUA within three hours of being placed on notice that Delay or Impairment is likely to occur. Said notification shall be in writing and shall specifically include: 1) the reason for the Delay or Impairment; 2) the specific degree of Delay or Impairment of operations which is anticipated; 3) all steps planned by Contractor to minimize the length and/or consequences of the Delay or Impairment; and 4) recommendations by Contractor as to steps to be taken by ACUA in order to minimize the consequences to ACUA and the District of the Delay or Impairment.

In the event that documents are sent by facsimile, they shall be received as evidenced by the time/date printed on the ACUA facsimile sheet first received. A "hard copy" of all such documents, however, shall be sent by certified mail, return receipt requested within one business day of the facsimile.



**16.3** Liquidated damages received hereunder are not intended to be nor shall they be treated as a waiver or discharge of the ACUA's right to any other remedy provided by the Agreement or by applicable law.

**16.4** The ACUA will deduct and retain liquidated damages from payment of the invoice due to Contractor. In case the amount due shall be less than the amount of liquidated damages suffered by the ACUA, the Contractor shall pay the difference upon demand.

## **17. CHANGES OR MODIFICATIONS: ENTIRE AGREEMENT**

The Contract Documents set forth the entire agreement of the parties and no verbal or written statements or representations shall act to modify the terms of the Contract Documents. No changes or modifications to the Contract Documents shall be valid or enforceable unless they are in writing, approved by each party with acts of equal dignity to those which authorized the execution of the Agreement itself; and signed by each party through its authorized representative. Matters which pertain purely to operational matters, such as directives with respect to scheduling, staging of vehicles, or direction of Contractor to new or additional facilities, may be effectuated by letter signed by an authorized employee of ACUA.

## **18. MEANING OF TERMS; SEVERABILITY**

In construction of the Agreement, all words denoting gender are deemed to refer to the masculine, feminine, and neutral and that all words denoting number are deemed to refer to both singular and plural.

The Agreement is severable in all respects. If any part of the Contract Documents is deemed to be illegal, void, or against public policy the remainder shall continue in full force and effect. The Contractor specifically acknowledges that in the event of a change in applicable law or regulations or a decision by a court of competent jurisdiction which in any way materially affects the undertakings set forth in the Contract Documents, including but not limited to the undertakings of the parties with respect to the scope or duration of the Agreement or the division of the parties' responsibilities there under, the Agreement will be considered modified consistent with such statute, regulation, or ruling. In the event of any such modification, Contractor shall have no remedy against ACUA for additional compensation or other relief of any kind.

In the event of any litigation challenging or questioning the award of a contract hereunder, the bidder specifically agrees that if it is determined by ACUA to be the lowest responsible and responsive bidder in this matter and is awarded a contract by the ACUA for the contract work it is ready, willing, and able to enter into, and will in fact enter into, a contract on a temporary and/or emergency basis under the terms of these Specifications and at the per ton-mile rate set forth in its Proposal to transport waste to the Designated Disposal Facility for such time as is necessary to conclude or resolve the litigation (but not exceeding the Agreement Term), and will not seek to recover damages or extra or additional compensation of any kind for this period of work in the event that a court ultimately determines that another contractor ought to have been awarded the contract. If a court ultimately determines that ACUA's award of a contract to the Contractor was proper, then any temporary or emergency contract shall merge for all purposes into this agreement and the Agreement Term shall be deemed to have commenced on the first date of actual transportation of waste, in all respects as though the Agreement had commenced normally.

If the Agreement is executed in several counterparts, each counterpart shall have the same validity, and shall be enforceable, as the original document.

**Proposal Bid Options:**

**All bidders must fully complete and submit the Proposal and Certification Form with their bid document.**

**END OF TECHNICAL SPECIFICATION – SEE ATTACHMENTS**

## **Attachment A - QUESTIONNAIRE**

This questionnaire must be filled out and submitted by the Bidder and any proposed subcontractors as part of the Bid for the ACUA. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the Bidder been in business as a contractor under its present name?
2. List any other names under which the Bidder, its partners or officers, have conducted business in the past five years.
3. Has the Bidder failed to perform any contract awarded to it by the ACUA under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the Bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the ACUA in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the Bidder or its partners is now performing or for which contracts have been signed but work not yet begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection disposal services contracts that the Bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit;
  - (b) Approximate population of contracting unit;
  - (c) Term of contract from to:
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste.

- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
- 7. State all equipment owned by and/or available to the Bidder for use in collection and transportation of the solid waste described in the Work Specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition, and type and size of the truck bodies.
- 8. Where can this equipment described above be inspected?
- 9. Identify all equipment that is not presently owned or leased by the Bidder that will be necessary to perform the work in accordance with the specifications.
- 10. Describe how you will obtain such equipment if you are awarded the Contract. If such equipment is to be leased, provide the name, address and telephone number of the lessor. If the equipment is to be purchased, provide the name, address, and phone number of the seller.
- 11. If the equipment to be leased or purchased is not located at the address (es) given above in answer 9, identify where the equipment can be inspected.
- 12. List the name and address of three credit or bank references for the Bidder and the Guarantor.
- 13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection and the most recent financial statement or balance sheet of the Bidder or Guarantor, certified by a certified public accountant.
- 14. List at least one occasion where the Bidder, Bidder's parent entity, or subcontractor, if applicable, has transported solid waste with an average daily tonnage of at least fifty thousand (50,000) tons per year between two validly permitted disposal facilities. For each occasion, please provide the following information:
  - a. Name of entity for which work was performed;
  - b. Contact person, address and telephone number;
  - c. Description of transportation activities including tonnage;
  - d. Term of performance; and
  - e. Name and location of final disposal facilities utilized by the transfer station.

# Atlantic County Utilities Authority

## *Attachment B: Approved Disposal Facility List*

In the spaces provided below list the proposed Approved Disposal Facilities. Disposal Facilities to be listed must not be less than one (1), and no more than five (5). If the bidder identifies only one (1) disposal facility the bidder must include with the bid documents a contingency plan in the event the designated disposal site becomes unavailable. A “Landfill Facility Information Form” or a “Resource Recovery or Other Processing Facility Information Form” must be completed for each proposed Approved Disposal Facility listed below as appropriate for the facility type.

Note that if any proposed Approved Disposal Facility is not owned and/or operated by the Bidder, the Bidder’s parent company or such an Affiliate, the owner of such proposed Approved Disposal Facility shall execute the Form AGREEMENT TO PROVIDE DISPOSAL CAPACITY included in the Bid Documents. Bidder shall submit the executed AGREEMENT TO PROVIDE DISPOSAL CAPACITY with its Bid.

	Primary Disposal Facility	Facility Type (check one per line)
1		<input type="checkbox"/> Landfill Facility <input type="checkbox"/> Resource Recovery or Other Processing Facility
	Alternative Disposal Facilities	
2		<input type="checkbox"/> Landfill Facility <input type="checkbox"/> Resource Recovery or Other Processing Facility
3		<input type="checkbox"/> Landfill Facility <input type="checkbox"/> Resource Recovery or Other Processing Facility
4		<input type="checkbox"/> Landfill Facility <input type="checkbox"/> Resource Recovery or Other Processing Facility
5		<input type="checkbox"/> Landfill Facility <input type="checkbox"/> Resource Recovery or Other Processing Facility

# Atlantic County Utilities Authority

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## *Attachment C: Agreement to Provide Disposal Capacity Contingent on Award of Contract*

### **AGREEMENT TO PROVIDE DISPOSAL CAPACITY CONTINGENT UPON AWARD OF CONTRACT FOR TRANSPORTATION AND DISPOSAL OF ALL **DESIGNATED** SOLID WASTE RECEIVED AT THE TRANSFER STATION FACILITY**

**NOTE: This Agreement is not required to be submitted where the Disposal Facilities proposed in the Bid are directly owned or operated by either the Bidder or an Affiliate of the Bidder.**

\_\_\_\_\_ (Disposal Facility Owner or Operator) hereby agrees to provide disposal capacity of \_\_\_\_ tons per day in the \_\_\_\_\_ (Disposal Facility) for \_\_\_\_ years to \_\_\_\_\_ (Bidder), at a tipping fee of \$\_\_\_\_\_ per ton contingent upon the award of the Contract for Transportation and Disposal for The Atlantic County Utilities Authority Solid Waste Transfer Station Facility, Located In Egg Harbor Township, New Jersey, Including Providing Transportation And Disposal Of All **Designated** Solid Waste Received At The Solid Waste The Transfer Station, by the Atlantic County Utilities Authority ("ACUA").

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

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

# **Atlantic County Utilities Authority**

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## ***Attachment D: Qualifications Statement Form Transportation & Disposal of Solid Waste***

List at least one occasion where the Bidder, Bidder's parent entity, Bidder's Affiliate, or subcontractor, if applicable, has transported solid waste for a minimum period of (2) years, either consecutively or collectively, with an average daily tonnage of at least one thousand (1,000) tons per day between a transfer station and validly permitted Disposal Facilities. For each occasion, please provide the following information:

- a. Name of entity for which work was performed;
- b. Contact person, address and phone number;
- c. Description of transportation activities, including tonnage;
- d. Term of performance; and,
- e. Name and location of final Disposal Facilities utilized by the transfer station

In completing this Qualification Statement Form, the Bidder shall supplement with the exhibits (e.g. Permits, Contracts, etc.) which document the experience described in the responses.

# EXHIBIT A - PROJECTED TONNAGE QUANTITIES PER DAY

Maximum expected tons per day, ACUA does not guarantee tonnage amounts

	TYPE 10	TYPES 13 & 13c	TYPES 23, 25, & 27	TOTAL
YEAR 1	0	500	0	500
YEAR 2	0	500	0	500
YEAR 3	250	500	0	750
YEAR 4	500	500	0	1,000
YEAR 5	1,000	500	15	1,515



## HISTORIC AVERAGE TONS PER DAY, BY DAY OF THE WEEK

	MSW	BULK	C&D	VEG	INDUST	ANM/FOOD
2017 MONDAY	832.99	76.84	261.60	2.81	2.08	0.01
2017 TUESDAY	711.12	82.63	282.78	2.55	1.55	0.19
2017 WEDNESDAY	758.95	84.14	291.77	3.08	2.69	0.27
2017 THURSDAY	679.17	85.50	281.33	4.12	3.63	0.26
2017 FRIDAY	678.06	74.66	281.02	3.73	2.50	0.03
2017 SATURDAY	200.33	31.40	80.55	0.87	1.40	0.05
2018 MONDAY	896.66	91.78	293.30	5.81	3.12	0.01
2018 TUESDAY	728.01	87.04	310.70	2.33	4.05	0.02
2018 WEDNESDAY	749.41	87.64	300.75	1.78	4.11	0.02
2018 THURSDAY	694.94	86.35	300.49	1.38	4.56	0.10
2018 FRIDAY	697.75	89.73	298.28	2.00	3.68	0.03
2018 SATURDAY	215.40	35.32	105.01	0.61	3.10	0.06
2019 MONDAY	896.27	90.91	284.45	2.75	1.63	0.03
2019 TUESDAY	775.10	85.99	298.00	1.56	1.37	0.17
2019 WEDNESDAY	766.73	83.19	301.43	2.18	3.10	0.06
2019 THURSDAY	705.81	81.10	269.81	2.17	5.58	0.02
2019 FRIDAY	710.20	82.12	292.61	1.25	2.18	0.05
2019 SATURDAY	205.91	38.62	85.37	0.67	0.35	0.03
2020 MONDAY	838.33	94.81	319.61	2.06	3.57	0.11
2020 TUESDAY	734.83	100.23	344.11	1.89	6.23	0.06
2020 WEDNESDAY	746.51	87.83	365.34	2.08	2.54	0.14
2020 THURSDAY	702.34	96.16	329.29	2.18	6.22	0.05
2020 FRIDAY	672.16	90.89	342.46	1.73	4.56	0.45
2020 SATURDAY	130.87	41.29	93.44	0.38	0.69	0.01
2021 MONDAY	875.23	85.20	315.44	2.40	5.39	0.29
2021 TUESDAY	809.10	96.22	360.34	1.20	10.50	0.21
2021 WEDNESDAY	790.34	90.03	367.47	3.03	3.37	0.43
2021 THURSDAY	719.44	90.38	317.46	1.78	9.31	0.05
2021 FRIDAY	749.01	88.99	327.29	2.08	6.71	0.98
2021 SATURDAY	158.21	37.67	100.69	0.27	0.32	0.02



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF THE COMMISSIONER

Mail Code 401-07

P.O. Box 402

Trenton, NJ 08625-0402

TEL (609) 292-2885

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CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

### **CERTIFICATION OF THE FEBRUARY 28, 2012 AMENDMENT TO THE ATLANTIC COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN**

#### **BY ORDER OF THE COMMISSIONER:**

##### **A. Introduction**

The New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) established a comprehensive system for the management of solid waste in New Jersey. The Act designated all twenty-one (21) of the state's counties, and the Hackensack Meadowlands District, as Solid Waste Management Districts, and mandated that the Boards of Chosen Freeholders and the Hackensack Meadowlands Development Commission (now known as the New Jersey Meadowlands Commission) develop comprehensive plans for waste management in their respective districts. On June 24, 1982, the Department of Environmental Protection (Department or DEP) approved, with modifications, the Atlantic County District Solid Waste Management Plan (County Plan).

The Act further provides that a district may review its County Plan at any time and, if found inadequate, a new County Plan must be adopted. The Atlantic County Board of Chosen Freeholders (County Freeholders) completed such a review and on February 28, 2012 adopted an amendment to its approved County Plan.

The February 28, 2012 County Plan amendment proposes County Plan inclusion of a revised solid waste flow control system whereby the Atlantic County Utilities Authority (ACUA) Landfill located at the Atlantic County Environmental Park at Block 703, Lot 4 and Block Nos. 603, 604, 606, 606, 607 and 703, Lots 13, 12, 11 10, and 1-5, and 1, 2 and 6, 7, and 1-3 in Egg Harbor Township, is designated as the only disposal facility for all solid waste types 10, 13, 13C, 23, 25, 27 and 27A generated by any residential, public, commercial, industrial or institutional establishment located within Atlantic County.

The amendment was considered administratively complete for review by the Department on March 14, 2012 and copies were distributed to various administrative review agencies for review and comment, as required by law. The Department has reviewed this amendment, and has determined that the amendment adopted by the County Freeholders on February 28, 2012 is approved, as provided in N.J.S.A. 13:1E-24.

**B. Findings and Conclusions with Respect to the Atlantic County District Solid Waste Management Plan Amendment**

Pursuant to N.J.S.A. 13:1E-24a(1), I have studied and reviewed the February 28, 2012 amendment to the County Plan according to the objectives, criteria, and standards developed in the Statewide Solid Waste Management Plan and I find and conclude that the amendment is consistent with the Statewide Solid Waste Management Plan. In this regard, the County Freeholders are notified of the elements relative to the February 28, 2012 amendment which are included below.

**Elements of the February 28, 2012 Amendment**

**Element: Background**

On July 28, 2009, the Atlantic County Board of Chosen Freeholders adopted an amendment to the County Plan that was developed in response to the updated Statewide Solid Waste Management Plan. This County Plan amendment contained among other things the required identification of the solid waste disposal strategy adopted by the county. The solid waste disposal strategy identified in the amendment was a market participant strategy which allowed delivery of solid waste to any legal in-state or out-of-state solid waste facility. This plan amendment was certified as approved in part and remanded in part on January 15, 2010.

On April 20, 2010, the Atlantic County Board of Chosen Freeholders adopted an amendment to the County Plan to amend the solid waste disposal strategy by switching to an intra-state solid waste flow control system. Accordingly, the ACUA Landfill located at the Atlantic County Environmental Park in Egg Harbor Township, was the in-state designated disposal facility for all solid waste types 10, 13, 13C, 23, 25, 27 and 27A generated within Atlantic County. Alternatively, under this system, solid waste has been delivered to an out-of-state disposal facility. This plan amendment was certified as approved in part and remanded in part on August 27, 2010. The Department remanded that section of the proposed plan amendment pertaining to the waste flow sunset provision because it didn't conform with the ten year planning requirement as contained in the Solid Waste Management Act and it made solid waste financing problematic.

**Element: Solid Waste Flow Control**

The February 28, 2012 County Plan amendment proposes County Plan inclusion of a revised solid waste flow control system whereby the Atlantic County Utilities Authority (ACUA) Landfill located at the Atlantic County Environmental Park in

Egg Harbor Township, is designated as the only disposal facility for all solid waste types 10, 13, 13C, 23, 25, 27 and 27A generated by any residential, public, commercial, industrial or institutional establishment located within Atlantic County. This revision in the solid waste control system will enable the ACUA to ensure a balanced financial position whereby future State financial aid will not be required.

The proposed Solid Waste Management Plan Amendment is appropriate under the recent U.S. Supreme Court decision in United Haulers Association v. Oneida Herkimer Solid Waste Management Authority, 550 U.S. 330 (2007). In Oneida Herkimer, a group of haulers challenged county flow control ordinances under the Commerce Clause of the U.S. Constitution; the challenged ordinances directed waste to a facility run by a public authority. As in Oneida Herkimer, the direction of waste to a facility run by a public authority places only an incidental burden on interstate commerce that is outweighed by its public purpose and is thus permissible under the Commerce Clause. The ordinances upheld in Oneida Herkimer are similar in their effect to the proposed amendment to the County Plan. No alternative out-of-state disposal will be permitted.

The February 28, 2012 plan amendment notes that transfer stations receiving waste generated from outside of Atlantic County as well as waste generated within Atlantic County shall dispose of residual waste at the ACUA landfill in the proportion that Atlantic County waste bears to the total amount of waste processed at the facility.

#### **Element: Solid Waste Enforcement**

The February 28, 2012 states that the enforcement responsibilities will be shared by the Atlantic County Health Department, the Atlantic County Utilities Authority and the DEP, in accordance with all applicable laws, including the provisions of the Atlantic County Solid Waste Management Plan.

The Department notes that it does not enforce waste flow provisions of County Plans but delegates that responsibility to the County Health Departments through the provisions of the County Environmental Health Act.

The use of permitted transfer stations/material recovery facilities to remove materials from Atlantic County generated solid waste for the purposes of recycling or re-use is not a violation of the provisions of the County Plan, provided that the residue resulting from Atlantic County generated solid waste delivered to such transfer stations/materials recovery facility is disposed at the ACUA Landfill in accordance with the provisions of the Atlantic County District Solid Waste Management Plan.

The July 28, 2009 County Plan amendment noted that the Atlantic County Health Department would continue to provide enforcement under its CEHA obligations, which at a minimum include:

- Monitor the operation of solid waste facilities;
- Monitor activities of solid waste transporters;
- Identify and prosecute illegal or promiscuous solid waste dumping;
- Investigate solid waste complaints from citizens;
- Monitor solid waste generators for compliance with the Atlantic County Solid Waste Management Plan and NJDEP regulations;
- Monitor solid waste and recycling haulers and transporters for compliance with the State and County laws, regulations, and policies; and,
- Monitor solid waste facilities and recycling centers for compliance with State and County laws, regulations, and policies.

The January 15, 2009 certification of this amendment noted among other things that the frequency of investigations per year at large solid waste generators and smaller generators is simply not enough to be an effective deterrent to disposal of recyclables in the trash. As further noted in the January 15, 2009 certification, the County was directed to provide within 180 days of the January 15, 2009 date, a subsequent submission, containing revisions of the proposed enforcement strategy. Atlantic County submitted an administrative action dated July 14, 2010 which among other things increased the number of inspections by municipal recycling coordinators.

The July 28, 2009 County Plan amendment also listed the designated recyclable materials which must be recycled from the solid waste stream.

### **Recycling Mandate**

New Jersey's Statewide Solid Waste Management Plan calls for, among other things, a framework for the counties to assess strategies to achieve the statutorily-mandated recycling targets of 50% of the municipal solid waste (MSW) stream and 60% of the total solid waste stream ( N.J.S.A. 13:1E-99.13). In response, Atlantic County adopted the July 28, 2009 County Plan amendment to, among other things, identify the means that it would take to achieve these targets.

As noted above, the July 28, 2009 County Plan amendment proposed County Plan inclusion of updates to several sections of the County's recycling strategy. The amendment indicated that measures intended to increase recycling will result in the achievement of the mandatory recycling goals by 2019. The January 15, 2009 certification of this amendment noted that this date is well beyond the time frame established in the 1987 Recycling Act. Additionally, though the amendment identified many strategies to enhance recycling, there was a lack of detail on how these strategies would be implemented. As further noted in the January 15, 2009 certification, the County was directed to provide within 180 days of the January 15, 2009 date, a subsequent submission, containing a detailed description of how the ACUA will assist municipal recycling efforts to achieve the 50% and 60% recycling goals and a revised timetable for a more timely achieving of these goals a timetable for achievement of these goals. Atlantic County submitted an administrative action dated July 14, 2010 which listed various initiatives to be undertaken to reach the mandatory recycling goals however, no definitive date

was established indicating when the mandatory recycling goals would be met therefore that part of the administrative action was rejected.

According to the latest available data, Atlantic County recycled in 2010, 32.7% of the municipal solid waste stream and 53.2% of the total waste stream. Therefore, further work is required by the County and the ACUA to meet the mandated recycling goals.

Therefore, pursuant to the requirements of N.J.S.A. 13:1E-99.13 that the county develop, adopt and implement a recycling plan that achieves the recycling targets above, the County is hereby directed to submit to the Department, beginning on December 1, 2012 and every six months thereafter, a report detailing:

1. Actions taken to implement the recycling strategies contained in the County's adopted and approved recycling plan.,
2. The specific results achieved; and,
3. Geographic areas or economic sectors where recycling needs improvement, and strategies to increase recycling in those areas or sectors.

These reports shall be due until such time as the Department determines that the County has achieved the above noted recycling targets. These reports will assist the Department in evaluating your county's progress in achieving the mandatory recycling rates and in identifying issues that may be preventing the county's ability to achieve that recycling rate.

### **Regionalization**

Pursuant to its responsibilities under the Solid Waste Management Act, the Department has examined the possible impacts that instituting waste flow control as detailed in this amendment may have on, among other things, the remaining landfill capacity at the ACUA Landfill, as well as operational efficiencies at other disposal facilities in the region. Furthermore, there may be opportunities to (i) ensure that the ACUA Landfill capacity is conserved, (ii) maximize recycling, and (iii) optimize use of disposal facilities in the region.

Therefore, the County is directed to undertake a study that evaluates the following issues:

1. Current and projected public and private regional waste disposal capacity which may be underutilized, including, but not limited to, the following counties: Cape May, Cumberland, Camden, Gloucester, and Salem (the "Regional Counties"); and,
2. The lowest possible disposal rate that could be obtained by Atlantic County with each of the Regional Counties.

Furthermore, the County is directed to perform a cost/benefit analysis to determine whether the County could realize cost savings by utilizing disposal facilities in Regional Counties, taking into consideration the County's cost to operate its solid waste disposal facility, and the value of long-term preservation of landfill space at the ACUA Landfill.

To assist the County in this study, the Department will be scheduling a meeting between the County and Department staff, prior to the County conducting the above-noted study, to determine the parameters of this study and provide information in the Department's possession which may be useful to the County in conducting this study. The County is hereby directed to submit a report to the Department setting forth the results of its study by December 1, 2012, which report shall contain the County's recommendations. The Department will review the report within 60 days of its receipt, and meet with the County to discuss the results.

**C. Certification of the Atlantic County District Solid Waste Management Plan Amendment**

In accordance with N.J.S.A. 13:1E-1 et seq., specifically N.J.S.A. 13:1E-21, which establishes specific requirements regarding the contents of the county solid waste management plans, I have reviewed the February 28, 2012 amendment to the approved County Plan and certify to the County Freeholders that the February 28, 2012 amendment is approved, as further specified below.

The February 28, 2012 County Plan amendment proposes County Plan inclusion of a revised solid waste flow control system whereby the Atlantic County Utilities Authority (ACUA) Landfill located at the Atlantic County Environmental Park at Block 703, Lot 4 and Block Nos. 603, 604, 606, 606, 607 and 703, Lots 13, 12, 11 10, and 1-5, and 1, 2 and 6, 7, and 1-3 in Egg Harbor Township, is designated as the only disposal facility for all solid waste types 10, 13, 13C, 23, 25, 27 and 27A generated by any residential, public, commercial, industrial or institutional establishment located within Atlantic County is approved.

**D. Other Provisions Affecting the Plan Amendment**

**1. Contracts**

Any contract renewal or new contract for solid waste collection or disposal which is inconsistent with this amendment to the County Plan and which was executed prior to the approval of this amendment and subsequent to the effective date of the Solid Waste Management Act (July 29, 1977), and which shall further be for a term in excess of one year, shall immediately be renegotiated in order to bring same into conformance with the terms and provisions herein set forth. Any solid waste collection operation or disposal facility registered by the Department and operating pursuant to a contract as herein described, shall be deemed to be in violation of this amendment and of the County Plan if such renegotiation is not completed within ninety (90) days of the effective date of this amendment provided, however, that any such registrant may, upon application to the

Department, and for good cause shown, obtain an extension of time to complete such renegotiation.

**2. Compliance**

All solid waste facility operators and transporters registered with the Department and operating within the County and affected by the amendment contained herein shall operate in compliance with this amendment and all other approved provisions of the County Plan. Any facility operator or transporter who fails to comply with the provisions contained herein shall be deemed to be in violation of N.J.S.A. 13:1E-1 et seq., in violation of N.J.A.C. 7:26-1 et seq., and in violation of their registration to operate a solid waste facility or a collection system issued thereunder by the Department and shall be subject to the provisions and penalties of N.J.S.A. 13:1E-9 and 12 and all other applicable laws.

**3. Certification to Proceed with Implementation of Amendment**

This document shall serve as the certification of the Commissioner of the Department to the County Freeholders and pursuant to N.J.S.A. 13:1E-24c. and f., the County Freeholders shall proceed with the implementation of the approved components of the amendment certified herein.

**4. Definitions**

For the purpose of this amendment and unless the context clearly requires a different meaning, the definitions of terms shall be the same as those found at N.J.S.A. 13:1E-3 and -99.12, N.J.A.C. 7:26-1.4, -2.13, and N.J.A.C. 7:26A-1.3.

**5. Effective Date of Amendment**

The approved components of the amendment to the County Plan contained herein, shall take effect immediately.

**6. Reservation of Authority**

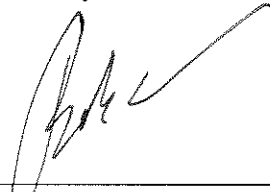
Nothing contained herein shall be construed as a limitation on any other action taken by the Department pursuant to its authority under the law. The County Plan, including any amendment made thereto, shall conform with the Statewide Solid Waste Management Plan, with appendices, which includes the Department's planning guidelines, rules, regulations, orders of the Department, and also includes the compilation of individual district plans and amendments as they are approved.



E. **Certification of Approval of the Amendment by the Commissioner of the Department of Environmental Protection**

In accordance with the requirements of N.J.S.A. 13:1E-1 et seq., I hereby approve the amendment, as outlined in Section C. of this certification, to the Atlantic County District Solid Waste Management Plan, which was adopted by the Atlantic County Board of Chosen Freeholders on February 28, 2012.

8/10/2012  
Date

  
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Bob Martin, Commissioner  
Department of Environmental Protection