



Township of West Milford  
Municipal Utilities Authority (MUA)

Passaic County, NJ - also in the "Tri-County of the Highlands"

**RFP FOR THE FOLLOWING:**

**OPERATION, MAINTENANCE, MONITORING,  
REPAIR AND REPORTING SERVICES**

**FOR**

**WASTEWATER TREATMENT FACILITIES**

**West Milford Municipal Utilities Authority  
179 Cahill Cross Road Suite 221  
West Milford, New Jersey 07480**

## GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

- "WMMUA" or "Authority"- refers to the West Milford Municipal Utilities Authority.
- "Qualification Statement" - refers to the complete responses to this RFP submitted by the Respondents.
- "RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" – also identified herein as "Vendor" or "Company" refers to the interested firm(s) and individuals that submit a Proposal Statement.

## SECTION 1

### INTRODUCTION AND GENERAL INFORMATION

#### 1.1 Introduction and Purpose.

The West Milford Municipal Utilities Authority (WMMUA) is soliciting proposals from interested persons and/or firms for the provision of operation, maintenance, monitoring, repair and reporting services for the WMMUA's wastewater treatment plants. This RFP is one of three (3) RFP's that are being solicited by the WMMUA that includes requests to operate, maintain, monitor, repair and report the WMMUA's water treatment plants and water distribution systems, wastewater systems and wastewater collection systems and finally, both facilities combined. You may submit proposals for all configurations.

The West Milford Municipal Utilities Authority requests that for the wastewater utilities portion of this proposal, be an all-inclusive price for services and an hourly rate for responding to emergencies, or any out of scope work be submitted.

Through a Request for Proposal process described herein, persons and/or firms interested in assisting the WMMUA with the provision of such services should prepare and submit a Proposal in accordance with the procedure in this RFP. A contract may be awarded at the end of this process. The West Milford Municipal Utilities Authority requests that an "all-inclusive" price for services be submitted and an hourly rate for emergency or and/or out of scope work also is requested.

#### 1.2 Contract Process.

The selection of the licensed operator of the facility(ies) is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11 et seq. WMMUA has structured a contract process that seeks to obtain the desired results described above, while establishing a process to assure that each person and/or firm is provided an opportunity to submit a Proposal in response to this RFP.

Proposals will be reviewed and evaluated by the WMMUA and/or its advisors. The proposals will be reviewed to determine if the Respondent has met the minimum professional requirements described in this RFP. Under no circumstances will those reviewing proposals inquire about a job from a Respondent. Based upon the totality of the information contained in a proposal, including information about the reputation and experience of each Respondent, WMMUA will (in its sole judgment) determine which Respondent will be awarded a contract. Each

Respondent that meets the requirements of the RFP (in the sole judgment of WMMUA) and may be eligible for a future award of a contract for Operation, Maintenance, Monitoring, Repair and Reporting Services for the WMMUA's Wastewater Treatment Plants.

### **1.3 Conditions Applicable to this RFP.**

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its response:

- This document is a Request for Proposals (RFP) and does not constitute an Request for Qualifications (RFQ).
- This RFP does not commit WMMUA to award a contract, however it is likely that a contract will be awarded.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- WMMUA reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- WMMUA reserves the right (in its sole judgment) to reject any proposal that submits incomplete responses to this RFP.
- WMMUA reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All responses shall become the property of WMMUA and will not be returned.
- All responses may be made available to the public at the appropriate time, as determined by WMMUA (in the exercise of its sole discretion) in accordance with law.
- WMMUA may request Respondents to send representatives to WMMUA for interviews or presentations.

- Neither WMMUA, nor its staff, or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of this RFP, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a response or for participating in this contract process.

#### **1.4 Rights of West Milford Municipal Utilities Authority**

WMMUA reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the contract process in accordance with the provisions of applicable law:

- To determine that any proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP is in the full discretion of the WMMUA.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as WMMUA deems necessary or convenient, to verify the information provided as part of a response and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFP (or implied) at any time (at its sole discretion.) If terminated, WMMUA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

WMMUA shall be under no obligation to complete all or any portion of the contract process described (or implied) in this RFP.

#### **1.5 Addenda or Amendments to RFP.**

During the period provided for the preparation of responses to the RFP, WMMUA

may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by WMMUA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

**1.6 Cost of Proposal Preparation.**

Each proposal and all information required to be submitted pursuant to this RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against WMMUA, its staff or Respondents for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFP, including attendance at any WMMUA meetings including subcommittee meetings.

**1.7 Proposal Format.**

Responses should cover all information requested in the Submission Requirements section.

Responses which in the judgment of WMMUA fail to meet the requirements of the RFP or which are in any way conditional, incomplete, vague, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

**1.8 Pay-to-Play Award**

Although this procurement process falls under N.J.S.A. 40A:11 et seq, it is still subject to the State's Pay-to-Play law (N.J.S.A.19:44A et seq.). The successful vendor must comply with this law and sign all associated documents (Business Entity Disclosure Certification, C.271 Political Contribution Disclosure Form and Stockholder Disclosure Certification). It is highly recommended that vendors become familiar with this law prior to submitting a proposal.

**1.9 Term**

The term of this contract will commence on August 1, 2015 and will end on July 31, 2015.

**1.10 Withdrawing Submissions**

Submissions forwarded to the WMMUA Administrator and/or her designated

representative before the time of opening of submissions may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty four (24) hours of the stipulated time of opening submissions. Once submissions have been opened, they must remain firm for a period of 60 days

#### **1.11 Time for Award of Contract**

The WMMUA shall award the contract or reject all submissions within such time as may be specified in the invitation for submissions, but in no case no more than 60 days, except that the submissions of any Professional Services Entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

#### **1.12 Modifications of Submissions**

Any Respondent may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The WMMUA, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the WMMUA will not know the final price(s) or term (s) until the sealed submission is opened.

#### **1.13 Contract Compliance and Equal Employment Opportunity In Public Contracts**

Professional Services Entities are required to comply with the requirements of the N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

#### **1.14 General Requirements/Information**

The Respondent shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Respondent.

***NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.***

## **SECTION 2**

### **SCOPE OF SERVICES**

It is the intent of West Milford Municipal Utilities Authority to solicit proposals from Respondents that have expertise in Operations, Maintaining, Monitoring, Repair and Reporting Service for the West Milford Municipal Utilities Authority's wastewater systems. Firms and/or persons responding to this RFP must be able to demonstrate that they have the requisite experience and continuing capabilities to perform these services. A more detailed description of the service required follows later in this document.

## **SECTION 3**

### **SUBMISSION REQUIREMENTS**

#### **3.1 General Requirements.**

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative qualifications set forth herein and shall incorporate the information requested below.

In addition to the information required as described herein, a Respondent may submit supplemental information with their submission that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

The Respondent's submission shall include a Cover Letter and attachments including but not limited to a Qualification Statement and All Appendixes included in the checklist. Failure to submit complete Submission Requirements can result in disqualification of the Respondent. Failure to submit all information required by each document can also result in rejection of the Respondent's qualification response.

Qualification Submissions must be submitted through the delivery of one original and (4) four hardcopies in letter size. The Respondent shall conform the organization of the submission to the following order and divisional sectioning as set forth in Section 3.2 below.



### 3.2 Administrative Information Requirements.

The Respondent shall submit a Qualification Statement that provides the following information:

1. Cover Letter Narrative. The Respondent should provide a narrative that demonstrates the Respondent's overall experience in providing the type of services sought in the RFP. The Respondent should explain the relevance of its past experience in the RFP. The narrative statement should also demonstrate the Respondent's understanding of WMMUA's needs and goals.
2. Qualification Statement: The Qualification Statement shall include the following.
  - 1) Contact information. The Respondent's name, address, and telephone number, and the name, telephone number and email address of the key contact person.
  - 2) Business Organization. A description of the Respondent's business organization (i.e., corporation, partnership, joint venture, etc.), its ownership and its organizational structure.
    - a) Provide the names and business addresses of all Principals of the Respondent or Respondents submitting the Qualification Statement. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
    - b) If a Respondent is a partially owned or a fully-owned subsidiary of another business organization, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.

- c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.

B. Past Experience and Performance.

- 1) Describe Respondent's past experience and performance relating to the performance of said services similar to those that are the subject of the current procurement, and how responsibly the Respondent provided those services.
  - a) Substantial Experience: employees will be appropriately licensed and experienced in the performance of operating, maintaining, monitoring, repair and reporting for wastewater treatment plants in which the Respondent seeks to be qualified.
  - b) Demonstrate capability: Demonstrate, in the sole opinion of WMMUA, that the Respondent has proven experience and capability to complete operations, maintenance, monitoring, repair and reporting service for the WMMUA's wastewater treatment plants. Additional information on what is expected follows later in this document.

D. Management/Resources.

Describe the Respondent's personnel structure, such as its proposed staffing for the service to be procured including but not limited to the designation of the Respondent's Supervising Manager. Any changes to the Respondent's proposed staffing plan must be approved by the WMMUA.

Required personnel: The Respondent should demonstrate that it employs the appropriate number and types of staff that would be required, to enable the Respondent to successfully perform said

services.

E. Technical Criteria.

Demonstrate a clear understanding of the scope of work for said services. Describe your technical approach to the WMMUA wastewater systems as it pertains to operations and process control, NJDEP compliance, routine and preventative maintenance, monitoring, repair and reporting.

F. Miscellaneous

- 1) Licenses. Confirm appropriate NJDEP and, where applicable, other licenses to perform said services.
- 2) Affirmative Action Compliance. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
- 3) Judgments. Any judgments within the last three years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
- 4) Bankruptcy. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain
- 5) West Milford Municipal Utilities Authority Employees / Appointed Officials. List all immediate relatives of Principal(s) of Respondent who are WMMUA employees or appointed officials of WMMUA. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- 6) WMMUA requires that the selected Respondent must document the following:
  - a) The Respondent is not be a party to, or otherwise

involved in, any pending litigation, investigation, financial foreclosure or other action, or any other procedure that would in any way impair its ability to perform its responsibilities under the anticipated contract;

- b) The Respondent is not affiliated with, owned by, or otherwise engaged with any other firms that could pose a real or potential conflict of interest with WMMUA;
  - c) The Respondent is will not receive, either as an organization and/or on the part of its owners, principals, or executives, any financial benefit from the services to be provided to the WMMUA other than as a direct result of the fees to be paid by WMMUA under the anticipated Contract;
  - d) The Respondent is not in arrears to WMMUA for any taxes, fees, or other obligations;
  - e) The Respondent is not guilty of, either as an organization and/or on the part of its owned, principals, or executives, any illegal activities that preclude it from establishing contracts with government entities.
- G. Resumes. Attach the resumes with of each employee who will be working on this account.
- H. Qualification Letter. Attach an executed Qualification Letter (See Appendix A to this RFP).
- I. Letter of Intent. Attach an executed Letter of Intent (See Appendix B).
- J. Disclosure Statement (N.J.S.A. 40A:9-22.1 et seq.) (See Appendix C).

- K. Statement of Ownership (N.J.S.A. 52:25-24.2) (See Appendix D).
- L. Mandatory Equal Employment Opportunity Notice Acknowledgment (See Appendix E)
- M. Non Collusion Affidavit
- N. Insurance Requirement Acknowledgement Form
- O. Affidavit of Affirmative Action
- P. Proof of NJ Business Registration Certificate (as issued by the State of New Jersey, Department of Treasury, Division of Revenue)
- Q. Entity Information Form
- R. Acknowledgement of Corrections, Additions or Deletions Form.

## **SECTION 4**

### **INSTRUCTIONS TO RESPONDENTS**

#### **4.1 Submission of Proposals.**

Respondents must submit an original and four (4) copies of their Proposals to the WMMUA Business Administrator, identified below.

To be responsive, proposals should provide all requested information, and should be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be signed and acknowledged by the Respondent.

All communications concerning this RFP should be in writing and directed to:

West Milford Municipal Utilities Authority  
Attention: Kelly Love, Administrator  
179 Cahill Cross Road Suite 221  
West Milford, New Jersey 07480  
mua@wmmua.org

## SECTION 5

### EVALUATION

WMMUA's objective in soliciting an RFP is to enable it to select a firm, individual(s) or organization that will provide high quality and cost effective services to the WMMUA. WMMUA will consider Qualification Statements only from firms, individuals or organizations that, in WMMUA's judgment, have demonstrated the capability and willingness to provide high quality services to the WMMUA in the manner described in this RFP.

#### 5.1 Conflicts of Interest.

1. Before reviewing any proposals, each person evaluating proposals shall assess their own affiliations and financial interest and those of their families that relate to their duties as someone evaluating a proposal to ensure they do not have a conflict of interest. For these purposes, a person has a conflict of interest with a proposal if that person or spouse, parent, or child would be in violation of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq. Any person with a conflict of interest related to the evaluation of this RFP shall not participate in the evaluation process.

2. Proposal Evaluations

Respondents are advised that WMMUA reserves the right to meet with Respondents to discuss details of their proposal and/or to request written clarification or additional details necessary to clearly understand the proposal. All such additional, supplemental or clarifying information may be considered as part of the technical evaluation of qualifications and proposals.

In-person presentations to the WMMUA may be required or may be waived at the discretion of WMMUA. In-person presentations, if necessary, will provide an opportunity for Respondents to clarify or elaborate on its proposal but should not in any way change the Respondent's original proposal. Note: Presentations during the evaluation process shall address only those matters specified by WMMUA. The presentation shall not be used for negotiation of a contract contrary to law.

3. Evaluation Criteria

Criteria for Evaluating Respondents

A. Past experience and performance. Past experience and performance relate to a Respondent’s history in performing wastewater treatment plant operation services similar to those that are the subject of the current procurement, and how responsibly the Respondent provided those services, including its adherence to performance deadlines. The following evaluation criteria will also be submitted by each Respondent:

1) Has the Respondent performed the specified services for other governmental units in the past? If yes please list entity (ies) and services performed.

B. Management. Management criteria generally pertain to the Respondent’s personnel structure, such as its proposed staffing for the service to be procured

1) Qualifications of Management: The Respondent’s Management will be required to demonstrate verifiable, successful experience in the services that it seeks qualification. The Respondent must provide the names and titles and resumes of all staff that will perform the said service.

2) Price. Please submit your price for this service according to the following schedule.

**(You may copy this chart, fill in your prices and submit with your response):**

ANNUAL FEE – ALL INCLUSIVE (WRITTEN)	IN DOLLARS

HOURLY RATE FOR EMERGENCIES (WRITTEN)	IN DOLLARS

The WMMUA will review each Respondent’s submission and determine the successful Respondent, who in the

WMMUA's judgment will provide Operation, Maintenance, Monitoring, Repair and Reporting Services for the WMMUA's Wastewater Treatment Plant and Distribution System that are in the best interest of the WMMUA.

4. Approval and Award

- A. Once the selection process has been completed, the WMMUA Administrator, Director of Field Operations and/or Subcommittee will recommend which Respondent will be awarded a contract. WMMUA reserves the right to not award a contract to any of the Respondents.
- B. Upon the WMMUA approval of a contract, if any, for Operation, Maintenance, Monitoring, Repair and Reporting Services for the WMMUA's Wastewater Treatment Facilities, WMMUA will enter into an Agreement in a form approved by WMMUA.
- C. WMMUA reserves the right to cancel the award of a contract before execution if WMMUA deems such cancellation to be in its best interests. In no event will WMMUA have any liability for the cancellation of such award. The Respondent assumes the sole risk and responsibility for expenses incurred prior to WMMUA's execution of the contract.
- D. Within ten (10) working days of a Board Resolution approval of a contract, a Respondent shall properly execute three (3) copies of a contract prepared by WMMUA and deliver the contract to the WMMUA Administrator together with proof of insurance, including but not limited to professional liability insurance, and other documents as may be specified. WMMUA's Chairperson will execute all copies of the contract and will return one (1) executed copy to the Respondent.

**Note:** The award of a contract may be subject to the Respondent's provision of a Campaign Financial Disclosure Form and compliance with Pay-to-Play provisions in effect at the time that the contract is award. **SEE SECTION 1.8** herein above.



## CHECKLIST

**SUBMISSION DATE: No later than May 22, 2014 at 10:00 a.m. prevailing time.**

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

Letter of Qualification (Appendix A)

Letter of Intent (Appendix B)

Disclosure Statement (Appendix C)

Statement of Ownership (Appendix D)

Mandatory Equal Employment Opportunity Notice Acknowledgement

Non-Collusion Affidavit

Insurance Requirement Acknowledgement Form

Affidavit of Affirmative Action

Proof of NJ Business Registration Certificate (as issued by the State of New Jersey, Department of Treasury, Division of Revenue)

Entity Information Form

Acknowledgement of Corrections, Additions, or Deletions Form

### Reminder:

**Please submit one (1) original and four (4) additional copies of the sealed submission.**

**APPENDIX A**

**LETTER OF QUALIFICATION**

*(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter, except to italicized items.)*

*[Insert date]*

Dear WMMUA Administrator:

The undersigned *has/have* reviewed *my/our* Qualification Statement submitted in response to the Request for Proposal (RFP) issued by West Milford Municipal Utilities Authority ("WMMUA"), in connection with WMMUA's need for Operations, Maintenance, Monitoring, Repair and Reporting Service for the WMMUA's Wastewater Treatment Plants.

*I/We* affirm that the contents of *my/our* Qualification Statement (which Qualification Statement is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Name of Respondent)*.

*(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)*

*(Signature)*

*(Typed Name and Title)*

*(Type Name of Firm)\**

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

**\* *If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.***

**APPENDIX B**

**LETTER OF INTENT**

*(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter, except to italicized items.)*

*[Insert date]*

Dear WMMUA Administrator:

The undersigned, as Respondent, *has (have)* submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by West Milford Municipal Utilities Authority ("WMMUA"), in connection with WMMUA's need for Operation, Maintenance, Monitoring, Repair and Reporting Services for the WMMUA's Wastewater Treatment Plants.

*(Name of Respondent)* HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. *(Name of Respondent)* *agrees/agrees* to participate in good faith in the contract process as described in the RFP and to adhere to WMMUA's contract schedule.
3. *(Name of Respondent)* *acknowledges/acknowledge* that all costs incurred by *it (them)* in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results from this RFP shall be borne exclusively by the Respondent.
4. *(Name of Respondent)* hereby *declares/declare* that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to WMMUA.

5. *(Name of Respondent)* declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. *(Name of Respondent)* acknowledge and agrees that WMMUA may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, WMMUA shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the contract activities described in this RFP.
7. *(Name of Respondent)* acknowledges that any contract executed with respect to the provision of *[insert services]* must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

*(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)*

*(Signature)*

*(Typed Name and Title)*

*(Type Name of Firm)\**

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

**\* *If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.***

**APPENDIX C**

**DISCLOSURE STATEMENT**

**N.J.S.A. 40A:9-22.1 et seq.**

**(Must be completed for Response to be accepted.)**

The attention of Respondents is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a WMMUA Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every Respondent must disclose below, being a WMMUA Officer or employee or whether an immediate family member is a WMMUA Officer or employee. If the Respondent is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the Respondent or a member of the Respondent's immediate family, or anyone having an interest in the Respondent's business organization including their immediate family members, an officer or employee of WMMUA?

**NO** \_\_\_\_\_ **YES** \_\_\_\_\_

If yes, provide the name of the individual and identify the position held, below, and notify, in writing, to the WMMUA Administrator, 179 Cahill Cross Road, Suite 221, West Milford NJ 07480 (Attach copy of correspondence to this form.)

**NOTE:** All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

**Name of Respondent:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

## **APPENDIX D**

### **STATEMENT OF OWNERSHIP**

#### **N.J.S.A. 52:25-24-2**

**(Must be completed for Response to RFP to be accepted.)**

P.L. 1977, c. 33, §1, N.J.S.A. 52:25-24.2, became effective on March 8, 1977. It requires corporate and partnership Respondents for contracts with WMMUA to submit a statement setting forth the following:

1. The names and addresses of all stockholders of a corporate Respondent who own 10% or more of its stock.
2. The names and addresses of all partners of a partnership Respondent who owns 10% or more of its partnership interests.
3. If one or more such stockholders or partners are itself a corporation or partnership, the names and addresses of all stockholders holding 10% or more of that latter corporation's stock, or the names and addresses of all partners holding a 10% or more interest in latter partnership.

In addition, WMMUA, in the event that a Respondent is a limited liability company, requires that the Respondent must submit a statement setting forth the following:

- A. The names and addresses of all members owning a 10% or greater interest therein and, if any member of the limited liability company is a corporation or a partnership or a limited liability company.
- B. The names and addresses of the stockholders or partners or members holding a 10% or greater interest in such corporation, partnership or limited liability company.

The statement of such names and addresses must be submitted accompany the Response.

**No Respondent will be qualified if there is a failure to comply with the requirements set forth above.**

LIST HERE (OR ATTACH) THE NAMES AND ADDRESSES REQUIRED, AS DISCUSSED ABOVE.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

The undersigned acknowledges that it is mandatory that Respondents submit the required information with the response to the RFP. This information will not be accepted after the receipt of the responses. Failure to submit a disclosure statement, which conforms to the requirements of N.J.S.A. 52:25-24.2 will result in rejection of the response.

**NAME OF RESPONDENT:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

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

**APPENDIX E**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

P.L. 1975, C. 127 (NJAC 17:27-3.5) NJSA 10:5-31 et seq.  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

1. During the performance of this contract, the contractor agrees as follows:
  - A. 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 all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
  - B. 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;



- C. 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.
- D. 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 Disability Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with NJAC 17:27-5.2.
- F. 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.
- G. 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.
- H. 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.

- 1) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval;
  - Certificate of Employee Information Report;
  - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's web site at [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 Public Contracts Equal Opportunity Compliance 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 Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at NJAC 17:27.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
OFFICER SIGNATURE

\_\_\_\_\_  
OFFICER PRINTED SIGNATURE

\_\_\_\_\_  
PHONE NUMBER

**ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, \_\_\_\_\_

of the firm of \_\_\_\_\_

Hereby acknowledges that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name of Affiant and Title)

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

**GENERAL REQUIRMENTS FOR OPERATIONS, MAINTENANCE< MONITORING<  
REPAIR AND REPORTING SERVICE FOR THE AUTHORITY'S WASTEWATER  
SYSTEM**

Following is a list of general requirements for the above referenced service. Please be reminded that this list is not a complete definition of the service that needs to be performed. It is assumed that there may be additional requirements that are not listed and West Milford Municipal Utilities Authority will not pay additional fees for requirements not listed below. This list is for descriptive purposes only. Nevertheless, the successful vendor must adhere to what is described herein. This description is for both operations only and all-inclusive services that will be performed according to DEP and all other regulatory agency guidelines. Your firm's pricing schedule will be all-inclusive for providing complete and acceptable Operation, Maintenance, Monitoring, Repair and Reporting Services for the WMMUA's Wastewater Treatment Systems, excluding emergency services for which a separate rate is being requested. The Respondent agrees there will be no surcharges or additional fees as a result of an increase in wastewater flow.

1. Program Definitions:

The successful vendor or individual agrees to perform complete licensed Operations, Maintenance, Monitoring, Repair and Reporting Service for the West Milford Municipal Utilities Authority's wastewater system at the direction of West Milford Municipal Utilities Authority. Services performed must be acceptable to the West Milford Municipal Utilities Authority.

2. Scope of Services:

Services will cover the West Milford Municipal Utilities Authority's wastewater treatment facilities. It is recommended that vendors make themselves familiar with the systems prior to submitting a proposal. A mandatory site walk of each facility will be scheduled for 4/9/14 in order to assist Respondents in accomplishing that task with a follow up date of 4/11/14. The WMMUA owns and operators several wastewater treatment facilities identified as follows:

<u>Location</u>	<u>Size of Facility</u>
Bald Eagle Village STP	0.100 MGD
Olde Milford STP	0.172 MGD
Awosting STP	0.065 MGD
Highview Acres STP	0.200 MGD
Crescent Park STP	0.064 MGD
Birch Hill STP	0.020 MGD

3. The following services will be required, at minimum:
  - a. **NJDEP Class S-3 licensed operators for the wastewater systems and C-3 licensed operators** for the collection systems for the wastewater systems will be provided along with appropriate licensed backup operators, when necessary. In the event additional licenses are required prior to or after a contract award, it will be the responsibility of the successful vendor to obtain these licenses, at no additional cost to the West Milford Municipal Utilities Authority.
  - b. Represent the West Milford Municipal Utilities Authority in all meetings with the NJDEP and/or other regulatory agencies, when necessary as determined by the West Milford Municipal Utilities Authority. Meetings with other agencies or the public (if requested) will be required. This will include any and all compliance inspections from the NJDEP, or other regulatory agencies, as necessary.
  - c. Attendance at regularly scheduled WMMUA monthly business meetings, including presentation of monthly progress reports. Attendance at workshop and special meetings may be required when necessary as determined by the WMMUA and/or its Administrator.
  - d. 24 hours per day 7 days a week service and availability is required, including weekends and holidays at no additional cost. On-site attendance by appropriate licensed operator(s) and sufficient staff to adequately perform the requested services as required for NJDEP compliance. Immediate response to off-hour emergencies by a licensed operator (weekend and holidays included) is also required (at no additional cost to the WMMUA). Daily readings must be maintained.
  - e. Routine activities at each wastewater treatment facility include, but are not limited to, the following.
    - i. Provide NJDEP Class S-3 licensed operator on site for the West Milford Municipal Utilities Authority's wastewater and collection systems.
    - ii. Provide NJDEP Class S-3 licensed backup operator for the West Milford Municipal Utilities Authority's wastewater and collection systems.
    - iii. Provide a CDL with a tanker endorsement licensed driver to operate the

WMMUA sludge truck. Services shall include the removal of sludge from WMMUA facilities and hauling the sludge to seed other WMMUA facilities or hauling the sludge to an approved off-site disposal facility (location to be determined). Documenting the disposal of sludge at an acceptable facility will be required. WMMUA shall pay for facility disposal fees.

- iv. Coordinate with the West Milford Municipal Utilities Authority engineer on wastewater treatment and collection systems recommendations.

Daily Operations, routine / preventive maintenance, monitoring, repair and reporting of all equipment. Perform all mechanical, electrical, and chemical adjustments / repairs needed to ensure compliant and optimum system operations.

In addition to daily facility maintenance visits there shall be weekly inspections of facilities with reports submitted to the Director of Field Operations.

- v. Submit monthly status reports for each wastewater treatment facility and wastewater lift station to the WMMUA. Submit semi-annual inspection reports for each collection system. Reports shall be provided in a format established by the WMMUA Administrator
- vi. Routine maintenance of equipment.
- vii. Prepare any and all required NJDEP Reports as needed and as directed. The cost of mailing reports and electronically submitting documentation will be the responsibility of the vendor.
- viii. Respond to blockages and make necessary arrangements for clearing of lines.
- ix. Make determination of issues and oversee sewer main repairs under the Direction of the Director of Field Operations.
- x. Coordinate and monitor outside repair services under the direction of the Director of Field Operations when required.
- xi. Coordinate purchasing supplies, equipment and parts with the WMMUA Administrator per West Milford Municipal Utilities Authority policy.

Under the advisement of the Respondent, the WMMUA will be responsible for purchasing chemicals, equipment, and parts. Minor repair items such as, but not limited to tubing, grease, maintenance items, expendable supplies, rebuild kits, light bulbs, etc. will be the responsibility of the Respondent.

- xii. Respond to emergency notifications and all alarms.
- xiii. Assist WMMUA in developing long term system management plan.
- xiv. Assist WMMUA with developing necessary operating and capital budgets.
- xv. Inspection, maintenance and assistance in exercising of generators.
- xvi. Out of Scope/Emergency work (which shall be separately billed) will not include any of the above referenced duties and is a separate requested proposal.
- xvii. Assist the WMMUA staff and engineer with updating maps, maintenance manuals, SOPs, asset management system, plans.
- xviii. Label process piping, pumps and valves in all waste water plants
- xix. The Respondent shall be responsible for snow removal within the treatment area to ensure Respondent employees, WMMUA staff, and other contractor's safe passage to each building and all areas that need to be traveled to accomplish daily tasks. WMMUA will be responsible for plowing driveways up to each facility's gate.

3. Contract Contingencies:

The successful vendor shall not have the authority to vary, alter, amend, or change the contract, or any part thereof, without the prior written consent of the West Milford Municipal Utilities Authority.

The successful vendor or individual shall not have the right to assign or subcontract this contract or any portion or function of this contract, without receiving prior expressed written approval from the West Milford Municipal Utilities Authority. In the event subcontracting work is approved, the successful vendor or individual

shall be responsible for any and all work performed by any subcontractors allowed for in this contract, if any.

4. Qualifications:

A vendor shall supply the West Milford Municipal Utilities Authority with copies of financial statements, if requested.

5. Personnel:

Principals of the Company shall have a significant number of years of practical experience in operations, maintenance, monitoring, repair and reporting relating to water treatment and wastewater facilities.

Employees shall have a significant number of years of practical experience providing operations, maintenance, monitoring, repair and reporting services for water treatment and wastewater facilities.

An individual will have a significant number of years of practical experience providing operations, maintenance, monitoring, repair and reporting services for a water treatment and wastewater facility.

6. Vehicles:

All company vehicles shall have the name, address and phone number of the Respondent's company clearly identified on the exterior of each vehicle. In addition WMMUA adhesives can be provided.

7. Payment Schedule:

Invoices for payment under this contract must be received by the second Tuesday of each month which shall include a detailed outline of services performed. Invoices properly submitted and acceptable to the West Milford Municipal Utilities Authority will be issued a voucher that must be signed and returned to the West Milford Municipal Utilities Authority within a reasonable period of time. If found to be in order and approved, the successful vendor will be paid on the fourth Thursday of the current month. West Milford Municipal Utilities Authority reserves the right to withhold payment if it deems invoices excessive and/or without substantial supporting documentation.



The West Milford Municipal Utilities Authority reserves the right to refuse payment if it determines that a bill is excessive and/or supporting documentation has not been submitted.

Copies and faxes associated with specifications will not be paid.

8. Insurance:

The Company shall provide certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the West Milford Municipal Utilities Authority's insurance requirements. Insurance coverage shall indemnify and save harmless the West Milford Municipal Utilities Authority from any and all liability arising from the Company's work. The contractor, at their own expense, shall defend any suit that may be brought against the Authority in connection with, or arising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the West Milford Municipal Utilities Authority named as co-insured. Limits of liability for both coverages shall be a minimum of \$2,000,000.00 per person and \$2,000,000.00 per occurrence for bodily injury and \$1,000,000.00 property damage.

Copies of all insurance policies shall be provided to the West Milford Municipal Utilities Authority prior to the commencement of any work under this contract.

9. Cancellation:

At the sole discretion of the WMMUA, if at any time during the contract period the quality and/or progress of the work is not satisfactory, the West Milford Municipal Utilities Authority reserves the unilateral right to terminate the contract upon ninety (90) days written notice directed to the principal place of business of the Company. The successful vendor may terminate upon one-hundred-eighty (180) days written notice.

10. Work Product

Any and all work product associated with the services performed by the successful vendor will be the property of the West Milford Municipal Utilities Authority. This includes all document and records.

11. Interpretations of Specifications and Contract:

This contract shall be construed pursuant to the Laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this contract shall be within the sole jurisdiction of the Courts of the State of New Jersey.