



Township of West Milford
Municipal Utilities Authority (MUA)

Passaic County, NJ - *one of the "Heart of the Highlands"*

RFP FOR THE FOLLOWING:

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

FOR

**WATER TREATMENT PLANTS AND
DISTRIBUTION SYSTEMS**

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 water treatment plants and distribution systems. This RFP is one of three (3) RFP's that are being solicited by the WMMUA that includes requests to operate 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 any of the three configurations separately or combined.

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 one year contract may be awarded at the end of this process. The contract term will begin on August 1, 2014 and end on July 31, 2015. The West Milford Municipal Utilities Authority requests that an "all-inclusive" price be submitted.

1.2 Contract Process.

The selection of the licensed operator(s) 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 Water Treatment Plant and Distribution System.

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 a 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 contract.
- 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 and/or presentations.
- Neither WMMUA, nor its staff, and/or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of this RFP, nor there 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 in the sole 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 contract 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 WMMUA to solicit proposals from Respondents that have expertise in Operations, Maintenance, Monitoring, Repair and Reporting Service for the WMMUA's Water Treatment Plants and Distribution Systems. Firms and/or persons responding to this RFP must be able to demonstrate that they have the requisite experience, knowledge, training, licenses 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 and 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 Appendixes listed 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 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: Demonstrate that employees are experienced in the performance of operating, maintaining, monitoring, repairing and reporting for water treatment plants and distribution systems 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 service for the WMMUA's water treatment plant and distribution system.

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 approved staffing plans 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 treatment and distribution 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 state 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 it's owned, principals, or executives, any illegal activities that preclude it from establishing contracts with government entities.

A. Resumes. Attach the resumes with of each employee who will be working at WMMUA facilities.

B. Qualification Letter. Attach an executed Qualification Letter (See Appendix A to this RFP).

C. Letter of Intent. Attach an executed Letter of Intent (See Appendix B).

D. Disclosure Statement (N.J.S.A. 40A:9-22.1 et seq.) (See Appendix C).

E. Statement of Ownership (N.J.S.A. 52:25-24.2) (See Appendix D).

F. Mandatory Equal Employment Opportunity Notice Acknowledgment (See Appendix E)

G. Non Collusion Affidavit

H. Insurance Requirement Acknowledgement Form

I. Affidavit of Affirmative Action

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

K. Entity Information Form

- L. 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 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 water treatment plant and distribution system operation, maintenance, monitoring and repair 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 and reporting 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, list such 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. This price is all-inclusive. There will be no other additional charges to WMMUA or this service.

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

ANNUAL FEE – ALL INCLUSIVE (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 Water 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, if any, for Operation, Maintenance,

Monitoring, Repair and Reporting Services for the WMMUA's Water Treatment Plants and Distribution Systems, 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 of 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**

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 Operation, Maintenance, Monitoring, Repair and Reporting Service for the WMMUA’s Water Treatment Plants and Distribution Systems.

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 Water Treatment Plants and Distribution Systems.

(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 procurement process as described in the RFP and to adhere to WMMUA's procurement 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 procurement activities described in this RFP.
7. *(Name of Respondent)* acknowledges that any contract executed with respect to the provision of *operations, maintenance, monitoring, repair and reporting* 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 /her 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) NJS A 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.)

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 OPERATION MAINTENANCE, MONITORING,
REPAIR AND REPORTING SERVICES FOR THE AUTHORITY'S WATER
TREATMENT PLANTS AND DISTRIBUTION SYSTEMS**

Following is a list of general requirements for the above referenced services. Please be reminded that this list is not all-inclusive, but your services will be, unless otherwise identified. It is assumed that there may be additional requirements that are not listed and WMMUA 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. Your firm's pricing schedule will be all-inclusive for providing complete and acceptable Operation Services for the WMMUA's Water Treatment Plants and Distribution Systems.

Program Definitions:

1. The successful vendor or individual agrees to perform complete licensed Operations, Maintenance, Monitoring, Repair and Reporting Service for the WMMUA's Water Treatment Plants and Distribution Systems at the direction of WMMUA. Services performed must be acceptable to the WMMUA and comply with New Jersey Department of Environmental Protection, Environmental Protection Agency guidelines and all other regulatory agency guidelines at all times. Federal (and all other regulatory agency) guidelines must also be complied with at all times.

2. Scope of Services:

Services will cover the WMMUA's water treatment plants and distribution systems. It is recommended that vendors make themselves familiar with these facilities prior to submitting a proposal. A mandatory site walk of each facility will be scheduled for 04/09/14 in order to assist Respondents in accomplishing that task, with a follow up date of 4/11/14. The WMMUA owns and operators several water treatment facilities serving the following areas:

<u>Location</u>	<u># Treatment Facilities</u>	<u># of Wells</u>
Birch Hill	2	4
Greenbrook	3	3
Parkway	1	1
Awosting	2	4
Crescent	2	2
Olde Milford	6	6
Highview	2	2
Bald Eagle	2	2
Greenwood Lake (seasonal)	1	1

3. The following services will be required, at minimum:
- a. NJDEP Class T-2 licensed operator for the Water Treatment Plants will be provided along with appropriately T-2 licensed backup operators. A W-2 license will be required for the distribution systems. 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 WMMUA.
 - b. Represent the WMMUA in all meetings with the NJDEP and/or other regulatory agencies when necessary as determined by the WMMUA. 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.
 - 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 a licensed operator(s) and sufficient staff to adequately perform the requested services as required to maintain NJDEP compliance. Daily readings must be maintained. Immediate response to off-hour emergencies by a licensed operator (weekend and holidays included) is also required (at no additional cost to the WMMUA).
 - e. In the absence of the licensed operator(s) the Respondent will comply with NJDEP regulations with regards to licensed staffing at all WMMUA water treatment and distribution systems.(at no additional cost to the WMMUA).
 - f. For the **WATER TREATMENT FACILITIES** the routine activities include, but are not limited to, the following:
 - i. The Respondent will coordinate any major facility repairs with the Director of Field Operations, Administrator or any WMMUA sub contractors as shall be directed with on-site supervision of such repairs.
 - ii. Regular and routine inspection of all water facilities, including daily

visits to each facility and completion of monitoring reports and logs..

- iii. Daily operations, routine / preventive maintenance, monitoring and repair of all equipment and facilities. Perform all necessary and/or recommended mechanical, electrical, and chemical adjustments / repairs needed to ensure compliant and optimum system operations.
- iv. Coordination with the WMMUA contracted laboratory for all required testing of the water supply system for regulatory and investigatory purposes.
- v. Compilation of routine and preventative maintenance work, reporting parameters, lab testing and analysis and operation parameters into a database format.
- vi. Preparation and submission to the WMMUA (and/or any regulatory agency) of water treatment monitoring reports for the water system including online and paper reporting. This will include the following:
 - 1. Monthly treatment plant operating report.
 - 2. Monthly bacterial report.
 - 3. Water utilization report.
 - 4. Water diversion report.
 - 5. Any and all additional required reports as may be required by any regulatory agency having jurisdiction.
- vii. Assistance with the preparation of the operating budgets for the system
- viii. Assist the WMMUA staff and engineer with updating maps, maintenance manuals, SOPs, asset management system, and any other necessary documents.
- ix. Communicate and meet with the NJDEP and any other regulatory agency, as required for regulatory compliance and as directed by the WMMUA.
- x. Label piping, pumps , valves, chemical tanks, hoses in all water plants
- xi. Submit monthly water treatment and distribution system status reports to the WMMUA. Reports shall be provided in a format established by the WMMUA.
- xii. Provide for 24/7 emergent and/or emergency response, at no additional cost.

Excavations and distribution pipe repairs will be performed by the WMMUA subcontractors. The Respondent will be required to assist the WMMUA with support services such as valve isolation, sampling, system adjustments etc.

- xiii. Application of all water treatment chemicals necessary to keep the systems operating within regulatory guidelines.
- xiv. Provide all standard and routine maintenance services required to keep the systems functioning within regulatory guidelines.
- xv. Maintaining the general cleanliness and safety of all the facilities. The WMMUA will snow plow the access driveway and parking lots, cut grass and maintain the exterior of the buildings and snow removal to buildings and traveled areas needed to perform daily activities will be the responsibility of the vendor.
- xvi. Monthly, quarterly, and annual inspection of the WMMUA's water tanks, including a cathodic protection systems, maintenance and minor repair of water tanks. Advise WMMUA on tank cleaning, painting and capital improvements.
- xvii. Generator maintenance inspection and assistance with exercising each generator.
- xviii. Maintaining maintenance logs for all items requiring routine maintenance.
- xix. The WMMUA maintains the right to inspect the facility and log books at any time.
- xx. Maintenance of all chemical feed pumps.
- xxi. Weekly flushing of the raw water lines and screening (or other type filter) at each facility.
- xxii. One calibration of all meters during the life of the contract.
- xxiii. Respond to all emergencies such as water main breaks, loss of pressure, loss of water, hydrant breaks or any other situation or circumstance that impacts the public's health, welfare and safety. Water samples will also be obtained during emergencies, if the WMMUA contracted laboratory is not available.

- g. For the **DISTRIBUTION SYSTEMS** the routine activities include, but are not limited to, the following:
- i. Fire hydrant inspection and determination need for repairs and maintenance. Services shall include on-site supervision of, and direction to, WMMUA contracted labor during certain repairs.
 - ii. On-site supervision of, and direction to, WMMUA contracted labor during certain distribution system repairs.
 - iii. Direct and complete two flushing's per year with a written report for each of the flushing's for all water distribution systems, except the Bald Eagle Village System. For the Bald Eagle Village System direct and complete at minimum two (2) flushing's per year based on water conditions with a written report for each of the flushing's for all water distribution systems, including the Bald Eagle Village System. Establish and complete a water valve exercise program.
 - iv. Obtain water samples and test when there is a break in the system if the WMMUA contracted laboratory is not available.
 - v. Respond to customer complaints as directed by the Administrator.
 - vi. Respond to potential leaks.
 - vii. Monthly inspection of the entire system with reports provided to the WMMUA.
 - viii. Inspection and maintenance logs within each facility will be required for all tasks. Operational entries will include but is not limited to daily flow, flow rates, pressures, operational activities, chemical adjustments, etc. All preventative and routine maintenance shall also be entered in the facility log books
 - ix. Oversee and provide supervision for new connections to the system.
 - x. Provide all reports required by the NJDEP and other regulatory agencies.
 - xi. Work with WMMUA engineer on system recommendations.
 - xii. Respond to emergencies at no additional cost.

- xiii. Assist with the development of the WMMUA's operating and capital budgets.
- xiv. Coordinate purchasing certain supplies, equipment and/or outside repair services with the WMMUA Administrator. Under the advisement of the Respondent the WMMUA will be responsible for purchasing chemical, equipment and parts. Minor repair items such as but not limited to tubing, grease, and maintenance items, expendable supplies, rebuild kits, light bulbs, etc. will be the responsibility of the Respondent.

4. Contract Contingencies:

The successful vendor or individual shall not have the authority to vary, alter, amend, or change the contract, or any part thereof, without the prior written consent of the WMMUA.

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 WMMUA. 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.

5. Qualifications:

A vendor shall supply the WMMUA with copies of financial statements, if requested.

6. Personnel:

Principals and employees should have a significant number of years of practical experience in operations relating to water treatment and wastewater facilities.

An individual should have a significant number of years of practical experience providing operation services for a water treatment plant.

7. 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.

8. 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 WMMUA 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.

9. Insurance:

Respondent shall provide certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the WMMUA's insurance requirements. Insurance coverage shall indemnify and save harmless the WMMUA from any and all liability arising from the Respondent's work. The Respondent, 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 Respondent shall provide comprehensive general liability, worker's compensation and automobile liability insurance coverage with the WMMUA 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 WMMUA prior to the commencement of any work under this contract.

10. 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 WMMUA 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 the contract upon one hundred eighty (180) days written notice.

11. Work Product

Any and all work product associated with the services performed by the successful vendor will be the property of the WMMUA. This includes all document and records.

12. 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.