



RFP #002-2018

REQUEST FOR PROPOSALS & QUALIFICATION STATEMENTS
FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES
FOR WORK ASSOCIATED WITH AN ASSET MANAGEMENT AND WATER QUALITY
ACCOUNTABILITY ACT STUDY

Issuance of Request for Proposals: Thursday, July 12, 2018

Mandatory Pre-Proposal Meeting: Tuesday, July 24, 2018

Question & Answer Cut-off Date: Monday, August 6, 2018

Proposals Due: Wednesday, September 5, 2018

Time: 1:30 PM Prevailing Time

Issued by:

NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
ONE F.A. ORECHIO DRIVE
WANAQUE, N.J. 07465

DEFINED TERMS

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

"Applicable Law" - means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a governmental body relating to the Commission, the Selected Respondent or the performance of the Services.

"Commission" or "NJDWSC" - refers to the North Jersey District Water Supply Commission.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Proposal" - refers to the complete response to this RFP, submitted by a Respondent.

"Respondent" or "Respondents" - refers to the interested person(s) and/or firm(s) that submit a Proposal.

"Qualified Respondent" - refers to those Respondents who, in the sole judgment of the Commission, have satisfied the qualification criteria set forth in this RFP.

"Selected Respondent" - refers to the Qualified Respondent selected by the Commission for the award of a Contract to perform the Services.

"Contractor" - as referenced in Section 1.8 of this RFP, refers to the Selected Respondent.

"DCA" - refers to the State of New Jersey Department of Community Affairs.

"NJDEP" - refers to the State of New Jersey Department of Environmental Protection

"NJEIFP" - refers to the State of New Jersey Environmental Infrastructure Financing Program

"Services" - refers to the services to be provided by the Selected Respondent for the provision of **Professional Engineering Services for Work Associated with Preparation of An Asset Management and Water Quality Accountability Study** in accordance with the provisions of this RFP and the Contract to be prepared by the Commission.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Commission is organized and exists under and pursuant to N.J.S.A. 58:5-1 et seq., and is a public body politic and corporate formed by its member municipalities and authorized to acquire, develop and operate a water supply system for use by any municipality in the Counties of Sussex, Warren, Hunterdon, Passaic, Morris, Monmouth, Somerset, Bergen, Hudson, Essex, Union and Middlesex (the "District"). Pursuant to its enabling legislation, the Commission is authorized to finance, construct and place into operation, and operate and use facilities deemed necessary for and incidental to the treatment, filtration, transmission and distribution of potable water for the benefit of municipalities within the District. The Commission presently contracts with municipalities, regional municipal purveyors, and publicly and privately-owned utilities. It is operated on a non-profit basis and funded through the municipalities and utilities that are contract participants of the Commission.

Through its Wanaque North and South projects, the Commission provides potable water to numerous contracting municipalities. In addition, the Wanaque South Project includes a joint venture between the Commission and Suez.

The Commission is soliciting Proposals & Qualification Statements from qualified professional engineering firms for the work associated with ***Preparation of An Asset Management and Water Quality Accountability Study*** as referenced in Section 2, Scope of Services. Through this RFP, firms interested in assisting the Commission with the provision of the Services must prepare and submit a Proposal in accordance with the procedures and schedule set forth in this RFP. The Commission will review Proposals only from those firms that submit a Proposal that includes all the information required to be included as described herein.

1.2. Procurement Process and Schedule.

The Commission has structured a competitive process in order to ensure that each individual and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each Proposal received.

The award of a contract to the Selected Respondent is subject to P.L. 2005, c. 51 (Chapter 51), codified at N.J.S.A. 19:44A-20.13 et seq., and Executive Order 117 (2008) (commonly known as "pay to play" limitations) and the New Jersey Election Law Enforcement Commission disclosure requirements set forth in P.L. 2005, C. 271, as amended, codified at N.J.S.A. 19:44A-20.26, and as more fully

described in Section 1.8 of this RFP. Respondents, as part of this procurement process and, if selected, must at all times abide by all requirements of New Jersey law and all relevant Executive Orders.

Proposals will be reviewed and evaluated by a Commission-established "Evaluation Committee" to determine if each Respondent has met the required professional and administrative requirements set forth in this RFP. Under no circumstances will a member of the Evaluation Committee review responses to an RFP for services for which they or their firm submitted a response hereunder. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Commission will, in its sole judgment, determine which Respondents are qualified from professional, administrative and financial standpoints. Each Respondent who meets the requirements of the RFP, in the sole judgment of the Commission, will be designated as a Qualified Respondent and, from that pool of Qualified Respondents, the Commission will then choose the Selected Respondent.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Commission reserves the right to amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All Respondents shall be required to execute a Confidentiality & Non-Disclosure Agreement ("NDA") with the Commission for all information utilized and generated as part of this Contract. The NDA must be executed and returned to the Commission prior to the distribution of any and all documentation, drawings, models, etc., required for the preparation of a Proposal in response to this RFP. The NDA shall extend, if applicable, to the Respondent's subconsultants. A sample NDA is attached hereto as Exhibit A.

A mandatory pre-proposal meeting will be held at the Wanaque Treatment Plant located at One F.A. Orechio Drive, Wanaque, New Jersey 07465 in the Filter Building Conference Room at 10:00 AM on Tuesday, July 24, 2018. Participation at the pre-proposal meeting is a mandatory requirement for submitting a Proposal in response to this RFP. An Access Approval Form along with a photo ID, must be submitted to Security for each visitor, at least twenty-four (24) hours before arrival on site. Interested Respondents who have not emailed an Access Approval Form prior to the meeting start time will not be permitted to attend. The Form is annexed hereto as Attachment #2.

All communications concerning this RFP or the RFP process shall be directed to the Commission's Designated Contact Person, Bill Schaffner, CFO, in writing and e-mailed to bschaffner@njdwsc.com. Respondents are advised not to call the Commission for information. Respondents must submit an original and five (5) copies of the Proposal, and a ".pdf" copy in an electronic format on CD or USB.

Proposals must be submitted to:

**Bill Schaffner, CFO
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465**

Proposals must be received by the Commission, via mail, overnight delivery or hand delivery, by 1:30 PM, Prevailing Time, on Wednesday, September 5, 2018. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the Commission (through the issuance of addenda or clarifications to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the Commission.

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Proposals	<u>Thursday, July 12, 2018</u>
2. Mandatory Pre-Proposal Meeting.....	<u>Tuesday, July 24, 2018</u>
3. Question & Answer Cut-Off Date	<u>Monday, August 6, 2018</u>
4. Proposal Submission Date.....	<u>Wednesday, September 5, 2018</u>
5. Tentative Contract Award Date	<u>Wednesday, September 26, 2018</u>

1.3. Conditions Applicable to RFP.

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

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Commission reserves the right, in its sole judgment, to reject for any reason, any and all Proposals or components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration.
- The Commission reserves the right, in its sole judgment, to reject any Proposal that includes incomplete responses to this RFP, to reject any Proposal that contains exceptions to the requirements of this RFP, or

to reject a Proposal that is not responsive to the requirements of this RFP.

- The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify the terms of this RFP, or otherwise request additional information.
- All Proposals shall become the property of the Commission upon submission and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Commission in its sole discretion, and in accordance with applicable law.
- The Commission may request Qualified Respondents to send representatives to the Commission for interviews.
- Any and all Proposals not received by the Commission by **1:30 PM, Prevailing Time, on Wednesday, September 5, 2018** will be rejected.
- Neither the Commission, nor its respective Commissioners, staffs, consultants or advisors (including, but not limited to the Evaluation Committee) shall be liable for any claims or damages resulting from the solicitation or preparation of any Respondent's Proposals, nor will the Commission reimburse Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

1.4. Rights of Commission.

The Commission reserves, holds and may exercise, in its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- 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 the Commission deems necessary or appropriate, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time, in its sole discretion. If terminated, the Commission may determine to commence a new procurement process or exercise any

other rights provided under applicable law without any obligation to the Respondents.

- 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.
- To reject any Proposal as non-responsive, to the extent permitted by applicable law, that takes any exception or makes any additions to any term or condition of the RFP (including the forms annexed hereto as exhibits or attachments).
- To request clarification or amplification from any Respondent regarding its Proposal, or any portion thereof.
- To request an oral presentation with all Qualified Respondents, if it believes that it would be helpful to the Commission or Evaluation Committee to do so.
- To negotiate with one or more Respondents after receipt of Proposals on any of the final terms and conditions of the retention, including price, so long as the Commission maintains a written record of all such negotiations.
- To reserve the right to waive minor irregularities. The Commission also reserves the right to waive a mandatory requirement provided that:
 1. the requirement is not mandated by law;
 2. all of the otherwise responsive Proposals failed to meet the mandatory requirement; or
 3. in the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the Commission's interests associated with the procurement.

1.5. Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the Commission may issue addenda, amendments or answers to written inquiries. Those addenda, amendments or answers to written inquiries will be issued to all Respondents and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda, amendments or answers to written inquiries issued prior to the submission date for the Proposal.

1.6. Cost of Proposal Preparation.

Each Proposal shall contain all information required to be submitted pursuant to the RFP and shall be prepared at the sole cost and expense of the Respondent. The Respondent agrees that it will not seek reimbursement from the Commission, its Commissioners, staff or consultants for any costs or expenses incurred in the submission of a Proposal.

1.7. Proposal Format.

Proposals should include all information requested in this RFP. Proposals that, in the sole judgment of the Commission, fail to meet the requirements of the RFP or are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors, may be rejected.

1.8. Campaign Contributions and Expenditure Reporting.

In order to safeguard the integrity of the Commission's procurement process, the Commission has imposed restrictions to insulate the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. The terms and conditions set forth in this section are material terms of any contract resulting from this RFP.

a. Definitions. For the purposes of this section, the following terms shall be defined as follows:

(i) "Contribution" – means a contribution reportable by a recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1, et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(ii) "Contractor" – means any natural or legal person, business corporation, professional service corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than ten (10%) percent of the profits or assets of a Contractor or more than ten (10%) percent of the stock in the case of a Contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if a Contractor is a natural person, that person's spouse or child, residing in the same household.

b. Breach of Contract.

It shall be a breach of the terms of any contract for the Contractor to (i) make or solicit a contribution in violation of the terms of this section, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate for or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would subject that entity to the restrictions of this section; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this section.

c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any Respondent for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Respondent has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (1) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (2) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (3) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Proposal, a Respondent shall report all contributions the Respondent made during the preceding four (4) years to any political organization organized under 26 U.S.C. 527 of the Internal

Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are included in this RFP package and must be returned with a Respondent’s Proposal fully complete. ***Failure to submit the fully-completed Certification and Disclosure(s) with a Proposal may result in the rejection of the Proposal, as well as the barring of future contract opportunities with the Commission, as the Commission may deem appropriate in its sole judgment.***

(iii) Further, the Respondent is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml> and shall be provided to the intended awardee with the Notice of Intent to Award.

d. Disclosure Review.

The Commission shall ensure that the disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the Contract, by the Respondent are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Respondent constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the Commission shall disqualify the Respondent from award of such contract.

1.9. Requirements of Executive Order #37.

On September 25, 2006, Governor Corzine signed Executive Order #37, which sets forth a series of reforms concerning the State’s independent authorities. This RFP process shall at all times comply with the provisions of Executive Order #37 requiring a “fair and transparent process.” The Commission has established a scoring process and an Evaluation Committee pursuant to EO #37 and will be using both when determining which firm(s) to award a contract to. The factors that the Commission will use as part of this scoring process may include, but are not limited to, the following:

- a. The background, qualifications, skills, and experience of the firm and its staff;
- b. The firm’s degree of expertise concerning the area at issue;
- c. The Commission’s prior experiences with the firm;
- d. The firm’s familiarity with the work, requirements, and systems of the State authority;
- e. The firm’s proposed approach to the scope of work set forth in the project description or specifications;

- f. The firm's capacity to meet the requirements of the project at issue;
- g. The firm's references;
- h. Interviews with prospective firms; and
- i. Geographical location of the firm's offices.

Respondents are directed to Section 5 of this RFP for a complete description of the criteria to be utilized by the Commission in reviewing and evaluating each Proposal.

Section 2 of the RFP describes the Scope of Services to be performed by the Selected Respondent during the term of the Contract. As part of the criteria that the Evaluation Committee and the Commission will use to assess the Proposals submitted in response to the RFP, Respondents are required to demonstrate their qualifications and experience in providing these services, and to describe their experience in performing these services under similar contracts.

Should an oral presentation be requested by the Commission, it will be an opportunity for the Qualified Respondent to introduce its staff to the Commission, and to present supplementary information regarding its Proposal and credentials, as related to the specific needs of the Commission. The Qualified Respondent may use materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Commission, including the time allotted for a question and answer period. Information relating to the Qualified Respondent's recent experience on similar assignments, approach to the work and the use of innovative and/or cost-effective measures should be included in the oral presentation.

END OF SECTION 1

SECTION 2

SCOPE OF SERVICES

2.1. Project Description.

The Commission is currently seeking professional engineering consulting services to further develop the Commission's asset management plan for all vertical treatment plant assets to improve asset reliability, CMMS implementation, work flow procedures, and to ensure compliance with the NJ Water Quality Accountability Act (NJWQAA).

The Commission has recently completed two similar studies which concentrated on subsets of the Commission's assets. The first study focused on the Commission's underground linear assets consisting of 33 miles of 74-inch lockbar steel pipe, 11 miles of 102-inch RCCP pipe, and 5 miles of 72-inch steel pipe. An asset inventory was developed consisting of 1,971 assets. The register contains asset attributes as well as GPS location, asset criticality, condition, and overall risk score.

The second study focused on the treatment plant's major electrical infrastructure which included: 34.5KV to 5KV substation transformers & regulators, 5KV switchgear & motors, 480V switchgear, 480V MCCs and emergency generators & automatic transfer switches. This asset database contains approximately 150 assets.

The following are the key objectives of this project:

- Identifying and prioritizing the risk associated with asset failure to enable the Commission to continue to improve operation of the water system in an efficient and strategic manner to minimize lifecycle costs and keep rate increases predictable.
- Providing reliable documentation of the condition of the Commission's water infrastructure.
- Import all asset data into the Commission's CMMS system. Data includes:
 - Asset attributes and condition
 - Job plans and maintenance intervals
 - Critical spare parts and recommended inventory levels
- Ensure full compliance with NJWQAA.

This study includes but is not limited to the following facilities:

- Headworks Complex (Wanaque, NJ)
 - Upper Gate House
 - Lower Gate House
 - Low Lift Pump Station
 - Control House

- Old Administration Building
- Security Headquarters
- Utilities Building and Garages
- Annex Building
- Orechio Complex (Wanaque, NJ)
 - Chemical Building & Basins 1-6
 - Filter Building
 - Orechio Building
 - Waste Wash Water Basin and Pump Station
 - PAC Silos and feed systems
 - Wash Water Tower
 - High Lift Pump Station
 - Central Receiving
 - Reservoir Aeration System and Vertical Profiler
 - Residuals Treatment Facility
 - Centrifuge Building
 - Decant Tower and Holding Pond pumping systems
- Original Treatment Plant (Wanaque)
- Corrosion Control at West Belt (Wayne)
- Corrosion Control at NPT (Wayne)
- Corrosion Control at Union Blvd (Wayne)
- Surge Tank and Meter House (Totowa)
- Great Notch Pump Station (Little Falls)
- Balancing Reservoir (Clifton)
- Belleville Meter House (Belleville)
- Ramapo Pump Station (Pompton Lakes)
- Wanaque South Pump Station (Wayne)
- Storehouse (Wanaque)

2.2 Scope of Services

The consultant will provide the following professional engineering consulting services related to development of an asset management plan for the Commission's water system assets.

Task 1 – Kickoff meeting

Attend kickoff meeting with client staff to discuss the goals of the project and collect additional information to supplement what client has already provided to the consultant.

Task 2 – Level of Service Goals and Criticality

Hold workshops to determine the Levels of Service to which the Commission is committed. Once the Levels of Service are established, the asset's Consequence of Failure (CoF) and Likelihood of Failure (LoF) can be evaluated and scored. Levels of Service categories should generally include regulatory compliance, public health impacts, safety, and asset performance and condition. Once the

desired Levels of Service are determined, they will be weighted on importance and used to determine the overall asset risk. The weighting of the levels of service should be adjustable to account for future considerations which reprioritize the asset risk and investment strategy.

- Assist with the development of a Level of Service Statement. The Level of Service Statement defines the way in which the water system owners, managers, and operators want the system to perform over the long term.
- Prepare a draft Level of Service Statement based on the consultant's experience and knowledge of the water system for review and comment by the Commission.
- Respond to Commission comments and finalize the Level of Service Statement in the final Asset Management Plan.

Assess Criticality

- Develop the methods for determining the consequences, failure modes and priorities for each asset/asset class and type using custom weight factors and algorithms. Develop a scoring system (matrix) to rank assets based on their LoF using clear metrics and indicators of ongoing asset performance and degradation. Consider material, age, condition, and other factors as appropriate.
- For each asset or asset class, estimate its CoF. Develop a scoring system (matrix) to rank assets based on the impact their failure would have on the system's ability to meet the desired Level of Service. Consider remaining useful life, protection of public health and welfare, importance of the asset to operation of the system, and redundancy or lack thereof.
- Attend review meeting with Commission staff to gather Commission comments and modify task deliverables accordingly

Task 3 – Asset Inventory and Condition Assessment

- Review the Commission's existing asset inventory, asset hierarchy structure, and asset criticality. The Commission's current CMMS system has approximately 6,700 active assets.
- Propose/develop asset hierarchy consistent with industry best practices.
- Propose/develop asset classifications. Each classification would have associated asset attributes and asset condition assessment criteria.
- Propose/develop asset naming convention using intelligent names and ID's.
- Conduct an asset desktop evaluation using available information and drawings.
- Conduct site visits as needed to accessible facilities to verify/gather asset attributes and condition information.
- Develop a comprehensive asset inventory of Commission assets. The inventory will be in spreadsheet form and a form capable of being imported into the Commission's CMMS system and should include;
 - Asset attributes and name plate information
 - Asset Criticality Assessment/CoF
 - Asset Condition Assessment/LoF

- Estimated remaining useful life
 - GIS coordinates for building and assets located outside of buildings
- Rank assets in order of Risk Assessment importance (priority) based on the Risk Score derived from the product of LoF and CoF.
- In some cases a “top down” approach can be used, which inventories assets in blocks or types, as opposed to a “bottom up” approach which considers each individual asset (elevators, hoists, fire alarm systems, emergency lights, etc.).
- Attend review meeting with Commission staff to gather Commission comments and modify task deliverables accordingly

Task 4 – CMMS Implementation/Integration

- Develop workflow processes consistent with best practices. Document the “as is” processes and identify areas of improvement. Propose improved and updated workflow processes
- Integrate asset inventories into the Commission’s CMMS system and ensure that LoF, CoF, and risk ratings are consistent across all inventories
 - Plant asset inventory
 - Pipeline asset inventory from prior condition assessment
 - Electrical infrastructure from prior condition assessment
- Incorporate maintenance job plans and intervals (predictive/preventative) as appropriate for each asset classification to optimize useful life and asset performance for the Maintenance Action Plan
- Include critical spare parts for inventory
- Attend review meeting with Commission staff to gather Commission comments and modify task deliverables accordingly

Task 5 – Financial Planning

Lifecycle Costing

- Determine typical useable lifecycles and lifecycle costs for each asset classification. Recommend whether maintenance, rehabilitation or replacement (with or without upgrades) provides the most cost effective long-term response to each asset.
- Prepare an opinion of project prioritization and probable cost to repair, rehabilitate, replace or upgrade high risk critical assets in each asset classification. The opinions of cost will be planning level.
- Prepare 20 year operational and Capital Improvement Plan (CIP) budgets.

Long-Term Funding Strategy

- Determine the estimated cost per year to adequately fund the Maintenance Action Plan and the CIP and compare that cost to the Commission’s current operating and capital budget. Make recommendations as appropriate for long term rate structure.
- Analyze the capital requirements and the Commission’s ability to fund same. Work with Commission staff to develop a long-term funding strategy.

- Attend review meeting with Commission staff to gather Commission comments and modify task deliverables accordingly

Task 6 – Plan Presentation, Implementation, Communication and Training

Asset Management Plan

- Prepare a written Asset Management Plan with metrics consistent with the requirements set forth in NJWQAA presenting the results of the above tasks. Submit a draft for review.
- Attend two (2) meetings to review the draft Plan with the client and receive comments.
- Revise the Plan in response to comments and submit up to three (3) copies of the final plan along with an electronic copy.
- Provide a Communication Plan and Training to enable Commission’s staff to present an Asset Management Plan update as part of the Commission’s annual budget process and to present as part of the triennial NJWQAA submission requirement.
- Provide an Evaluation Program by which the Commission staff may ensure the results of the Asset Management Plan are routinely tracked and assessed against expectations for both asset integrity and financial results.
- Attend review meeting with Commission staff to gather Commission comments and modify task deliverables accordingly

DELIVERABLES

1. Asset Inventory spreadsheet, including:
 - a. Asset inventory
 - b. Asset attributes and name plate information
 - c. Asset Criticality Assessment/CoF
 - d. Asset Condition Assessment/LoF
 - e. Estimated remaining useful life
 - f. GIS coordinates for building and assets located outside of buildings
2. CMMS implementation
 - a. Documented “as-is” processes and proposed improved and updated workflow processes
 - b. Integrate asset inventories with information from Task 3 including: MAP job plans and intervals, critical spare parts into the Commission’s CMMS system, and ensure that CoF, LoF, and risk ratings are consistent across all inventories. Provide scoring system for CoF and LoF.
3. Asset Management Plan, including:
 - a. Level of service statement
 - b. Lifecycle costing
 - c. CIP
 - d. Long-term funding strategy
 - e. Implementation/Communications plan
 - f. Evaluation Program

2.3. Confidentiality & Non-Disclosure Agreement

The Respondent shall hold in trust and not reveal to any third party, except as provided in this RFP and/or subsequent Contract, if applicable, between the Commission and the Selected Respondent(s) (referred to as the "Consultant" in this section), any and all confidential or "Security Related" information as defined herein. The Consultant shall require its employees and subconsultants to comply with the provisions of this RFP and/or subsequent Contract, if applicable, as it pertains to confidentiality. This Section must be included in all subcontracts entered into by the Consultant.

Confidential or "Security Related" information shall include:

- Any and all financial, statistical, personnel and/or technical data supplied to the Respondent or ,as applicable, the Consultant.
- Any and all data, technical information, material gathered, generated, originated, developed, prepared, used or obtained in the performance of this Contract, including results and opinions of the Consultant.
- Any and all communications between the Commission and the Consultant, and the Consultant and any third party regarding the performance of this Contract.

The Consultant is required to protect the confidentiality of such data. Any use, copying, distribution, sale or offering of this data in any form by the Consultant, or any individual or entity in the Consultant's charge or employ for purposes not connected with this Contract, will be considered a violation of this Contract and may result in contract termination and the Consultant's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for criminal prosecution to the extent allowed by law.

It is further agreed that any information supplied by the Commission to the Consultant and any information developed by the Consultant in satisfaction of the Scope of Work within this Contract is subject to the following conditions and restrictions, not including the conditions and restrictions set forth in the NDA annexed hereto as Exhibit A:

- Information received from or developed for the Commission is to be used solely for the purpose(s) established in this Contract.
- The data confidentiality matters coming within this Contract shall continue beyond the completion of all work involved in this Contract, unless specifically waived in writing by the Commission.

- Any and all asset information received from prior to the issuance of this RFP shall be considered confidential or "Security Related" information; however, other information that was already known to the Consultant prior to the issuance of this RFP, or any information that is or has become publicly available and is rightfully received by the Consultant, or any information that is approved by the Commission for the Consultant to release shall not be considered confidential.

The Consultant within the content of its reports shall interpret nothing contained herein to interfere with or impose any limitation on the expression of professional judgment nor shall it restrict disclosure required of the Consultant by State or Federal Law. Unless, such disclosure is specifically exempt due to the provisions of State or Federal Law, resolution of either or both houses of legislature, a regulation promulgated under the authority of any statute or Executive Order of the Governor, an Executive Order of the Governor, and/or Rules of Court.

All Respondents shall submit with their proposal documentation of their written procedures for protecting the confidentiality of such data in accordance with this Section. Subconsultants, if they are to be used, must also submit their written procedures or must submit a written agreement to accept and use the procedures of the Consultant.

Such procedures should address, but not be limited to, the following factors:

1. Conducting criminal history background checks for any individual scheduled to work in any detail relating to the Scope of Work within this Contract.
2. Deselecting an individual based on the results of a criminal history background check.
3. Reviewing and authenticating immigration credentials for any individual who is a non-U.S. citizen.
4. Limiting and/or prohibiting, consistent with applicable law, the distribution of personal information for those personnel deemed to have access to confidential information concerning this Contract including the limitation of access to databases containing individual names, home addresses and other personal information.
5. Ensuring that individuals are fully aware of the importance of vigilance and reporting suspicious activities and security breaches to corporate security (or equivalent) and for corporate security (or equivalent) to refer all such reported activities to law enforcement officials.

6. Controlling and storing documents/data (both paper and electronic).

Upon approval of the Commission, these procedures shall become part of the Contract and failure by the Consultant or subconsultant to comply with these procedures will be considered a violation of this Contract.

All Respondents shall be required to execute an NDA with the Commission, for all information utilized and generated as part of this Contract. The NDA Agreement must be returned to the Commission prior to the distribution of any and all documentation, drawings, models, etc., required for the preparation of the Proposal in response to this RFP. The NDA shall extend, if applicable, to the Respondent's subconsultants.

2.4. Personnel.

The Selected Respondent represents and agrees that:

1. It has the personnel necessary to provide the Services as requested;
2. No personnel provided by the Selected Respondent are, or shall be, employees of the Commission, nor shall they have any contractual relationship with the Commission;
3. All of the Services to be provided by the Selected Respondent pursuant to the Contract will be provided by personnel qualified to perform the particular work; and
4. None of the Services to be provided by the Selected Respondent shall be provided by any subconsultant, or under any subcontract for services, without the prior written consent of the Commission. The Selected Respondent shall include within their Proposal any subcontract, along with the subcontractor's qualifications and work tasks to be performed by subcontractor. Any and all work performed by a subcontractor is to be supervised by the Selected Respondent. Costs of any subcontractors must be included within the not to exceed price quote.

2.5. Work Hours.

All work on Commission property shall be performed between the hours of 8:00 AM and 4:30 PM, Monday through Friday, New Jersey State Holidays excepted, unless other arrangements are made in advance with, and approved by, the Commission.

2.6. Security.

Anyone entering the grounds of the Commission MUST submit an Access Approval Form, (See Attachment #2), with copy of Photo ID at least two (2) business days before arrival on site.

Any and all photographs, drawings, information related to this RFP, and Proposal, shall be classified as CONFIDENTIAL and will become the property of the Commission. No documents, photos and information as it relates to this RFP, the Proposal, and the Services, are to be disseminated by the Selected Respondent.

Proof of background checks will be required for personnel working for the Selected Respondent who might have access to Commission information.

2.7 Fee Proposal.

Respondents shall provide a fee proposal in the following format:

- (i) a proposed man-hour level of effort in table format coordinated with the anticipated list of tasks to complete the work. The man-hour level of effort shall be comprehensive and inclusive of the total man-hours to complete the project.
- (ii) a lump sum, not-to-exceed price for the provision of the Services.

2.8. Payments.

Compensation shall be payable within sixty (60) days of receipt of invoices with the approval of the Commission and, in accordance with the Commission's standard accounting policies and procedures.

2.9. Contract Term.

The initial term anticipated for this Contract is two (2) years. The Commission reserves the right to renew the Contract, at its sole discretion but with the consent of the Contractor, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

END OF SECTION 2

SECTION 3

SUBMISSION REQUIREMENTS

3.1. General Requirements.

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

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

3.2. Administrative Information Requirements.

The Respondent shall, as part of its Proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
2. A completed and executed Letter of Qualification (See Appendix A to this RFP).
3. Name, address and telephone number of the firm or firms submitting the Proposal pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, Limited Liability Company, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal. 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 ten (10%) percent or more in the firm.
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm or company, identify the parent firm or company

and describe the nature and extent of the parent's approval rights over the activities of the firm submitting a Proposal. Describe the approval process.

- (c) If the Respondent is a partnership, Limited Liability Company, joint venture or similar organization, it shall provide comparable information as required in 4 (a) and (b) above for each member of the partnership, Limited Liability Company, joint venture or similar organization.
5. An executed Letter of Intent (See Appendix B).
6. The number of years your organization has been in business under the present name.
7. The number of years your organization has been under the current management.
8. 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.
9. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please provide a written description of the circumstances underlying the adjudication and a copy of any legal ruling relevant thereto.
10. 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 provide a written description of the circumstances underlying the bankruptcy proceedings and a copy of any legal rulings relevant thereto.
11. Respondent shall submit a copy of all appropriate federal and state licenses to perform the Services.
12. Respondent shall submit a copy of its Business Registration Certificate.

3.3. Minimum Professional Qualification Requirements and Specialty Requirements.

Respondents shall submit a description of its overall experience in providing the Services sought in the RFP and provide proof of all certifications necessary to perform such Services. All Respondents must have the following minimum qualifications in all areas listed below and provide appropriate documentation supporting said qualifications as part of their respective submittals:

1. Firm (team) Experience (for each firm in the team): Describe relevant experience in each of the following primary areas of focus:

- a. Familiarity with the Commission's water treatment operations
- b. Asset Management experience
- c. Overall firm's experience
 - i. The firm's experience shall be summarized in a matrix format. In addition, detailed project descriptions of no more than five reference projects containing the majority of the focus areas listed above shall be included. The project descriptions shall be current and limited to a maximum of one full page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and email).
- d. List each member of the proposed Project Team along with their:
 - i. Firm affiliation
 - ii. Area of specialty
 - iii. Office location
 - iv. Total years of experience
 - v. Years with current firm
 - vi. Specific involvement/role in projects used as references
- e. One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project.

2. Project Understanding and Approach:

- a. The Consultant(s) shall state in succinct terms their understanding of what is required by this Request for Proposal. Describe in narrative or outline form the consultant's approach and technical plan for accomplishing the work of this RFP including the following:
 - i. Describe the sequential tasks to be used to accomplish this project
 - ii. Indicate all key deliverables
 - iii. Describe the responsibilities of each person on the project team
 - iv. List the portion of the work to be subcontracted
 - v. Include a list of information required or tasks to be completed by Commission staff.

3. Man-Hour Level of Effort:

- a. Provide a proposed man-hour level of effort in table format coordinated with the anticipated list of tasks to complete the work. The man-hour level of effort shall be comprehensive and inclusive of

the total man-hours to complete the project. Do not include any fee associated with the level of effort in creating this proposal.

b. Total Not-to-Exceed Cost for all Tasks described in the Scope of Work.

4. Schedule

a. Provide a detailed schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables.

3.4. Professional Information Requirements.

In addition to the information required above, the Respondent shall also provide the following:

1. Description of the services that Respondent would perform directly.
2. Description of those portions of the Services, if any, that will be subcontracted out by the Respondent. Identify all subconsultants the Respondent anticipates using in connection with the Services set forth in this RFP.
3. Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP.

Resumes should include the following:

- Degree or other applicable educational qualifications
 - Relevant professional qualifications
 - Clearly identify the individual's previous experience in completing similar contracts.
 - Beginning and ending dates should be given for each similar contract.
 - A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
 - With respect to each similar contract, the Respondent should include the name and address of each reference together with a person to contact for a reference check and a telephone number.
4. The Respondent should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff. In the event the

Respondent must hire management, supervisory and/or key personnel if awarded the Contract, the Respondent should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

5. A narrative statement of the Respondent's understanding of the Commission's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Commission employees or elected officials of the Commission, if any. 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. If none, so state.
7. Provide a not-to-exceed price quote (payable in Time & Material rates) to provide all of the Services described in Section 2.2, Scope of Services, including labor, materials, subconsultants and expenses.

3.5. Designated Personnel.

The Proposal shall outline the proposed project team, which will perform the engineering services required to complete the proposed project. The minimum qualifications and experience for key personnel are identified above. In addition, current project time commitments shall also be identified for each person proposed to work on the Commission's project, with their time availability over the project period identified above clearly stated. The Respondent's proposed project staff shall be assigned to the project for the specified role outlined in the Proposal for the duration of the project, unless otherwise authorized and approved by the Commission.

3.6. Organizational Chart (Contract Specific).

The Respondent should include a contract organization chart, with names showing management, supervisory and other key personnel (including subconsultant's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual

3.7. Subconsultant(s).

Should the Respondent propose to utilize a subconsultant(s) to fulfill any of its obligations, the Respondent shall be responsible for the subconsultant's(s'): (a)

performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The Respondent must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The Respondent should provide detailed resumes for each subconsultant's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subconsultant is designated to perform.

The Respondent should provide documented experience that demonstrates that each subconsultant has successfully performed work on contracts of a similar size and scope to the work that the subconsultant is designated to perform in the Respondent's proposal.

3.8. Location.

The Respondent should include the location of the Respondent's office that will be responsible for managing the contract. The Respondent should include the telephone number and name of the Commission's primary point of contact.

3.9. Indemnification and Insurance Requirements.

The Selected Respondent shall indemnify, hold harmless, and the Commission, its Commissioners, officers, directors, agents, employees and servants from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from or as a result of any acts, errors or omissions by the Selected Respondent, its principals, employees, officers, agents, servants, independent contractors or subcontractors.

The Selected Respondent retained to perform the Services will be required to obtain and maintain continuously, at its own expense, and file with the Commission and its insurance broker, evidence of coverage as enumerated below:

1. Commercial General Liability Insurance:

Commercial General Liability Insurance, written on an industry standard occurrence form (CG 00 01), 1207 Edition or Equivalent.

The Selected Respondent shall maintain Products Completed Operations liability coverage for a period of at least twenty-four (24) months following the Final Project Completion Date.

Such policies must provide the following minimum limits:

\$1,000,000	General Aggregate - Applies Per Project
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 100,000	Fire Damage Legal Liability

Any deductible or self-insured retention must be disclosed and is subject to approval by the Commission. The cost of any claim payments falling within the deductible shall be the responsibility of the Selected Respondent.

2. Business Automobile Liability:

Including coverage for owned, non-owned, leased or hired vehicles, written on an industry standard form (CA 00 01) or equivalent. Such policies must provide the following minimum limits:

\$1,000,000 Combined Single Limit (Bodily Injury & Property Damage)

3. Worker's Compensation:

Worker's Compensation Limits: Statutory
Employer's Liability:

\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

4. Excess/Umbrella Insurance:

Schedule of Underlying to include: General Liability, Employer's Liability and Auto Liability as outlined above.

Minimum Limit of Liability: \$5,000,000 per Occurrence
\$5,000,000 Aggregate

5. Professional Liability Policy:

Minimum Combined Limit of Liability: \$2,000,000 Each Incident
\$2,000,000 Policy Aggregate

Definition of Covered Services: Includes all services performed by the insured for a fee.

The Selected Respondent shall maintain this insurance for a period of at least twenty-four (24) months following the expiration of the contract

term and/or termination of service.

The Commission must be named as an additional insured under all applicable policies (except for Worker's Compensation & Professional Liability) and the Selected Respondent must provide the Commission with current Certificates of Insurance for all required insurance coverages upon execution of the Contract for the Services.

In the event the Selected Respondent will utilize leased, contract or temporary employees to perform the Services, it will be necessary for the Selected Respondent to demonstrate to the Commission's full satisfaction, prior to the award of a contract, that all such employees are covered with Worker's Compensation insurance.

6. Evidence of Insurance:

The following documents must be provided in conjunction with a Certificate of Insurance:

- A copy of the endorsement naming the Commission as an Additional Insured, on Form CG2010 or equivalent on all policies except Workers Compensation.
- A copy of an endorsement stating that the coverages provided by this policy to the Commission shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the Commission.
- A waiver of subrogation in favor of the Commission shall apply under all the policies outlined in this section.
- General Contractor and subcontractors, if any, are required to maintain the same level of coverage as outlined in Section 1 and provide Certificates of Insurance and copies of supporting endorsements.

All policies must be rated A-VII or higher in the A.M. Best's Key Rating Guide and all Insurers must be licensed to do business in the State of New Jersey or are an eligible Surplus Lines Insurer or are an acceptable Joint Insurance Fund.

Acceptance by the Commission of deficient evidence of insurance does not constitute a waiver of any contract requirement.

3.10. Affirmative Action.

During the performance of the Services, the Selected Respondent must agree as follows:

- a. The Selected Respondent 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, gender identity or expression, disability, nationality the contractor will take affirmative action to ensure such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 Selected Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- b. The Selected Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Respondent, 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 Selected Respondent will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Selected Respondent's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Selected Respondent agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- e. The Selected Respondent shall furnish such reports or other documents to the affirmative action office 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 affirmative action office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.
- f. The Selected Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county

employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

- g. The Selected Respondent agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- h. The Selected Respondent 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, laws, regulations and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- i. The Selected Respondent agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes, laws, regulations and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal Court decisions.

3.11. Cost Proposal.

Respondents shall provide a not-to-exceed price quote, payable at time and material rates for the Scope of Services, including all labor, material, expenses and subconsultants. The not-to-exceed price quote shall be accompanied by an hourly rate sheet for all personnel anticipated to provide services under this Contract. Respondents shall also include their proposed approach/anticipated schedule for providing oversight for this project.

Failure to submit all requested pricing information may result in the Respondent's proposal being considered materially non-responsive. Each Respondent must hold its price(s) firm through issuance of the Contract to permit

the completion of the evaluation of the Proposals received and the contract award process.

Respondents are required to only identify personnel in the professional and technical categories described below. All clerical and support staff below the technical level, shall be considered part of the Respondent's overhead and need not be delineated within the prescribed labor categories.

PROFESSIONAL LABOR CATEGORIES

LEVEL 5 (P5) - Principals of the firm.

LEVEL 4 (P4) - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally, operates with wide latitude for action or decision without prior approval.

Typical Title: Project Manager, Chief Engineer, Resident Engineer.

Qualifications: Ph.D. Degree, Professional Registration or equivalent project assignments

Experience: 10 years or more

LEVEL 3 (P3) - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design and equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader, and Discipline Engineer

Qualifications: Master's Degree, Professional Registration or equivalent project assignments

Experience: 6-12 years

LEVEL 2 (P2) - Under supervision of a senior or project leader, carries out assignments associated with projects. Translate technical guidance received from supervisor into usable data applicable to the particular assignments; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst, Scientist, Hydrogeologist,

Qualifications: B.S. Degree or equivalent project assignments

Experience: 3-8 years

LEVEL 1 (P1) - Lowest or entry-level classification. Works under close

supervision of senior or project leader. Gathers and correlates basic data and performs routine analysis. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior Engineer, Trainee

Qualifications: B.S. Degree or equivalent

Experience: 0-3 years

TECHNICIAN LABOR CATEGORIES

LEVEL 3 (T3) - Performs non-routine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests, which may require nonstandard procedures and complex instrumentation. Records, computes and analyses test data; prepares test reports. May supervise lower level technicians and field activities.

Typical Title: Senior Technician

Experience: 6 years or more

LEVEL 2 (T2) - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: 2-6 years

LEVEL 1 (T1) - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technician Trainee

Experience: 0-2 years

END OF SECTION 3

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Proposals.

Respondents must submit an original and five (5) copies of their Proposal, and a “.pdf” electronic copy on a CD or USB, to the Designated Contact Person:

Bill Schaffner
Chief Financial Officer
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Sealed Proposals must be received by the Commission no later than **1:30 PM, Prevailing Time, on Wednesday, September 5, 2018** and must be mailed, overnight delivered, or hand-delivered. Proposals forwarded by facsimile or e-mail **will not** be accepted. Please indicate on the outside of the sealed envelope ***“Response to Request for Proposals for the Provision of Professional Engineering Services for Work Associated with An Asset Management and Water Quality Accountability Study”***.

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

END OF SECTION 4

SECTION 5

EVALUATION

The Commission's objective in soliciting Proposals is to enable it to select a firm(s) from among the Qualified Respondents that will provide high quality and cost-effective services. The Commission will consider Proposals only from firms or organizations that, in the Commission's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Commission in the manner described in this RFP.

Selection of a Qualified Respondent to perform the Services will be made on a competitive basis based on the Respondent's approach, qualifications, the proposed fee, and familiarity with Applicable Law relevant to the performance of the Services. The selection will also take into consideration a Respondent's proficiency in providing Services to governmental entities.

The factors that the Commission will use as part of evaluation include, but are not necessarily limited to, the following:

5.1. APPROACH/PROJECT UNDERSTANDING: (40 Points)

- a. The Respondent's proposed approach to the Scope of Services; and
- b. The Respondent's understanding of the project and its objectives; and
- c. The degree of completeness of the Respondent's response to the specific requirements of the RFP.

5.2. SCHEDULE: (10 Points)

- a. Respondent's proposed time schedule to complete all tasks.

5.3. QUALIFICATIONS/PROJECT EXPERIENCE/REFERENCES/PAST EXPERIENCE WITH SIMILAR PROJECTS (30 Points)

- a. The background, qualifications, skills and experience of the Respondent and its staff in the disciplines covered by the RFP and as specifically stated in Section 3.3; and
- b. The Respondent's references; and
- c. The Commission's prior experience with the Respondent and the Respondent's familiarity with the work, requirements, and systems of the Commission; and
- d. The Respondent's experience in interacting with various regulatory agencies including NJDEP, NJEIT, etc., if so required by the Scope of Services; and
- e. Interviews with Respondents, if requested by the Commission.

5.4. COST PROPOSAL: (20 Points)

a. The Respondent's not-to-exceed price quote (payable at Time & Material rates) for the Scope of Services, including all labor, material, expenses and subconsultants. ***Failure to submit all requested pricing information may result in the Respondent's proposal being deemed materially non-responsive.***

5.5. SELECTION AND CONTRACT DOCUMENT

Upon review of all responsive proposals using the criteria outlined above, the Commission may select up to three (3) firms to interview. Following interviews, the highest scoring firm will be invited to negotiate a final Scope of Services and fee with the Commission. When the contract is executed by both parties, the Consultant will be instructed to commence the work outlined in the contract.

END OF SECTION 5

APPENDIX A

LETTER OF QUALIFICATION

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

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Attn: Timothy J. Eustace, Executive Director

Dear Mr. Eustace:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals issued by the North Jersey District Water Supply Commission ("Commission"), dated [insert date], in connection with the Commission's need for Professional Engineering Services for Work Associated with Preparation of An Asset Management and Water Quality Accountability Study.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief, and that the Proposal 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 of Chief
Executive Officer) _____

(Signature of Chief
Financial Officer) _____

(Typed Name and Title)

(Typed Name and Title)

(Typed Name of Firm)*

(Typed Name of Firm)*

Dated: _____

Dated: _____

* If a joint venture, partnership or other formal organization is submitting a Proposal, 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)

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Attn: Timothy J. Eustace, Executive Director

Dear Mr. Eustace:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals ("RFP"), issued by the North Jersey District Water Supply Commission ("Commission"), dated [insert date], in connection with the Commission's need for Professional Engineering Services for Work Associated with Preparation of An Asset Management and Water Quality Accountability Study.

(Name of Respondent) HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the RFP.
3. (Name of Respondent) acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, and any Proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal, 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 the Commission.
5. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal,

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) acknowledges and agrees that the Commission may modify, amend, suspend and/or terminate the procurement process, in its sole judgment. In any case, the Commission shall have no liability **whatsoever** 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 Professional Engineering Services for Work Associated with Preparation of An Asset Management and Water Quality Accountability Study 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 all applicable laws and regulations.

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

(Signature of Chief Executive Officer)

_____ (Typed Name and Title)

_____ (Typed Name of Firm)*

Dated: _____

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

APPENDIX C

NON-COLLUSION AFFIDAVIT

(Note: No modifications may be made to this form.)

STATE OF }
s.s.:
COUNTY OF }

I _____ of the City of _____ in the
County of _____ and the State of _____ of full age,
being duly sworn according to the law on my oath depose and say that: I am
_____ of the firm of _____ the
Respondent making the Proposal for the Services, and that I executed the said
Proposal with authority so to do; that said Respondent has not, directly or
indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competition in connection with the Services;
and that all statements contained in the said Proposal and in this Affidavit are true
and correct, and made with full knowledge that the NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION relies upon the truth of the statements contained in
said Proposal and in the statements contained in this Affidavit in awarding a
contract for the Services.

I further warrant that no person or selling agency has been employed or retained
to solicit or secure such contract upon an agreement or understanding for a
commission, percentage, brokerage or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies.

NAME OF CONTRACTOR

OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn
to before me this ___ day
of _____ 2018.

Notary Public of the State of _____
My Commission expires _____

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

ATTACHMENT #1

CERTIFICATION & DISCLOSURE FORMS

NOTE: IF YOU FAIL TO PROPERLY OR CLEARLY COMPLETE THIS DISCLOSURE STATEMENT, OR IF YOU FAIL TO INCLUDE IT WITH YOUR PROPOSAL, YOUR PROPOSAL WILL BE REJECTED.

N.J.S.A. 52:25-24.2, requires that all corporate and partnership firms for public contracts submit a list of names and addresses of all stockholders owning 10% or more of any class of their stock or 10% or more of the stock of a corporate entity; or, in the case of partnership, the names and addresses of those partners owning 10% or greater interest in the partnership. Furthermore, the Commission requires a statement from all firms which, regardless of business form, must likewise indicate all principals of the firm.

Therefore, this Disclosure Statement must be fully and accurately completed. If no entity or person owns 10% or more of any class of stock of your corporation, or of an interest in your partnership or other business entity, write the word "**NONE**" below and execute this document as indicated.

I. BUSINESS FORM:

INDICATE THE BUSINESS FORM BY PLACING AN "X" IN THE APPROPRIATE SPACE:

{ } CORPORATION
{ } PARTNERSHIP
{ } OTHER, SPECIFY _____

II. PRINCIPALS:

	<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

If one or more of the owners of the firm is itself a corporation, partnership or other business entity, then for that owner, you must set forth the name, home address, title and percentage of ownership of every person who is an owner of 10% or more of that corporation, partnership or other business entity.

ATTACHMENT #1

	<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

ATTEST (FOR CORPORATION)

BY:
NAME: _____

TITLE: _____

WITNESS (FOR PARTNERSHIP OR OTHER BUSINESS ENTITY)

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

NOTE: If the firm is a Corporation, the Corporation's Corporate Seal must be affixed.

ATTACHMENT #2
ACCESS APPROVAL FORM

(Name of Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

The undersigned firm hereby acknowledges that it is familiar with the Commission's security requirements for this project and agrees to abide by same. The successful firm shall be responsible for insuring that all subconsultants for this project abide by these security measures as well.

Successful firm and all subconsultants shall be required to comply with said requirements prior to beginning work on the Contract.

Acknowledgment by firm:

Name of Firm: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT "B"

SAMPLE CONFIDENTIALITY & NONDISCLOSURE AGREEMENT (NDA)

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2018, by and between:

THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION (hereinafter, the "Commission"), located at One F.A. Orechio Drive, Wanaque, New Jersey 07465; and

_____ and its affiliates and subsidiaries (hereinafter, "Contractor"), with a primary place of business located at _____ (and, together with the Commission, the "parties").

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 58:5-1 et seq., the Commission is a public body corporate duly organized and existing under and by virtue of the laws of the State of New Jersey, exercising public and essential governmental functions and providing for the public health and welfare, and is engaged in developing raw water sources, storing water and distributing a reliable supply of potable water to its participating municipalities; and

WHEREAS, the Commission fulfills a vital role in maintaining, overseeing, and securing the operation of the largest regional water supply in the State of New Jersey, the safety and security of said operation constituting a critical Homeland Security concern; and

WHEREAS, in order to facilitate the possibility of entering into contract for goods and services, and in particular for the evaluation and potential installation of security systems on Commission-owned property, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to Contractor (or the "Receiving Party") and its representatives; and

WHEREAS, the Commission wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public or proprietary information disclosed to the Receiving Party and its representatives.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound, hereby agree as follows:

1. "Information" means all non-public or proprietary information of the Commission disclosed in connection with this Agreement and shall include, but not be limited to, information regarding the Commission or its related entities' assets, liabilities, financial and other conditions, insurance, reinsurance, employees, consultants, operations, facilities, prospects, business plans, customer lists, or security

arrangements. Information also includes any documents prepared by the Receiving Party that through the use of non-public proprietary Information provided to the Receiving Party by the Commission.

2. As a condition to receiving the Information which the Commission may furnish to the Receiving Party and its representatives or to which the Receiving Party and its representatives are afforded access, directly or indirectly, the Receiving Party and its representatives shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Information, including, at a minimum, those measures that the Receiving Party takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care).
3. Information does not include information that:
 - a. Has been or becomes published or is now or in the future publicly available without breach of this Agreement or breach of a similar agreement by a third party or through no wrongful act of the receiving party or its representatives; or
 - b. Is known to the Receiving Party prior to the time such information was acquired from the Commission under this Agreement as evidenced by the Receiving Party's contemporaneous written records; or
 - c. Is independently developed and prepared by the Receiving Party not in reliance upon or reflecting any Information disclosed pursuant to this Agreement; or
 - d. Subsequent to disclosure, is lawfully received from a third party having rights therein without restriction (to the best of the Receiving Party's knowledge) on the right of such third party or the Receiving Party to disseminate the information and without notice of any restriction against its further disclosure.
4. Information shall not, without the prior written consent of the Commission, be disclosed to any person or entity other than the Receiving Party's and its representatives' employees (including outside legal counsel, actuaries and accountants) who need to know the Information and in those instances only to the extent of such need. The Receiving Party agrees to keep all Information confidential, and further agrees to use Information solely for the evaluation stated above, and for no other purpose. The Receiving Party agrees that it and its representatives' employees (including outside legal counsel, actuaries and accountants) shall be informed of the terms of this Agreement.
5. All Information shall remain the exclusive property of the Commission, and the Receiving Party shall have no rights, by license or otherwise, to use Information except as expressly provided herein.
6. The Receiving Party agrees on its own behalf and on behalf of its representatives and/or assigns to return to the Commission or destroy, and verify in writing such destruction, all written, tangible or otherwise accessible material in any form

(including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts, notes or other reproductions) promptly at the request of the Commission or within sixty (60) days of the termination or conclusion of the parties' business or contractual relationship. All information retained by the Receiving Party pursuant to this Section 6 shall remain subject to the confidentiality and nondisclosure obligations of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain one copy of Information that has become part of a file that the Receiving Party, in its reasonable judgment, is required to retain and/or make available for examination by government regulatory or investigatory agencies, or retain and/or produce by an order of a court or insurance regulatory agency.

7. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
8. In the event that the Receiving Party receives a request to disclose all or any part of the Information as part of a governmental investigation or under the terms of a subpoena or order issued by a court or governmental body, the Receiving Party will take all reasonable steps to notify the Commission promptly in writing of such request in order to allow the Commission an opportunity to resist or narrow such request and will reasonably cooperate, at the Commission's expense, with the Commission and its representatives in connection with the Commission's efforts to resist or narrow such request. In the event that the Commission elects to waive the provisions of this Section 8 or is otherwise unsuccessful in resisting such request, the Receiving Party shall only disclose the Information that it determines it is legally required to disclose after consultation with competent counsel.
9. Except as required by applicable law or court or arbitral order, neither party shall in any way or in any form disclose (except as necessary to such party's outside legal counsel, actuaries and accountants), publicize or advertise in any manner the discussions or negotiations concerning the business purpose underlying this Agreement, or the status of any such discussions or negotiations without the consent of the other party.
10. This Agreement shall be deemed to be a contract made under the laws of the State of New Jersey and for all purposes shall be construed in accordance with the laws thereof. The parties agree that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in the courts of the State of New Jersey.
11. Any provision of this Agreement which may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, and such consent shall not be unreasonably withheld, delayed or conditioned. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No permitted assignment shall relieve a party of its obligations hereunder with respect to Information disclosed prior to the assignment. Any assignment in violation of this Paragraph Thirteen (12) shall be deemed null and void.
13. No amendment to any provision of this Agreement shall be binding and enforceable unless in writing and signed by both of the parties and specifically referencing this Agreement.
14. This Agreement shall continue to be binding after the conclusion of the business or contractual relationship between the parties absent prior written consent of both parties.
15. This Agreement shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Agreement shall prohibit or interfere with the ability of counsel for any party to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.
16. Each of the parties acknowledges and agrees that remedies at law may be inadequate to protect the Commission against any actual or threatened breach of this Agreement by the Receiving Party or its representatives, and, without prejudice to any other rights and remedies otherwise available to the Commission (including, without limitation, monetary damages), the Receiving Party agrees to the granting of specific performance and injunctive or other equitable relief in the Commission's favor without proof of actual damages and each of the parties further agrees to waive, and to use all reasonable efforts to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Nothing in this Agreement shall be deemed or construed to limit or prevent the Commission from bringing a claim for damages as a result of any actual or threatened breach of this Agreement by the Receiving Party or its representatives.
17. Each of the parties agrees that no failure or delay by the Commission in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right or remedy hereunder.
18. This Agreement was entered into solely to benefit the parties and no other person or entity shall have enforceable rights and remedies hereunder or hereby.
19. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

20. This Agreement sets forth the entire understanding between the parties concerning the subject matters of the foregoing recitals and paragraphs.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date first written.

Contractor

**North Jersey District Water Supply
Commission**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____