

**THE TOWNSHIP OF LYNDHURST
BERGEN COUNTY, NEW JERSEY**

**The Township of Lyndhurst
Attention: Municipal Clerk
367 Valley Brook Road
Lyndhurst, NJ 07071**

**REQUEST FOR PROPOSALS
FOR:**

**THE PROVISION OF WATER FACILITY
OPERATION AND MAINTENANCE SERVICES**

OR, IN THE ALTERNATIVE:

THE LEASE OF THE LYNDHURST WATER UTILITY

SECTION 1.
REQUEST FOR PROPOSALS
(PROCEDURAL DETAILS)

A. SCOPE OF SERVICES:

Lyndhurst is soliciting **formal** proposals from qualified companies and/or utility entities for:

- 1-Contract for the Operation and Maintenance of the Lyndhurst Water Utility (Facility)
- or:
- 2-The Lease of the Lyndhurst Water Utility

1- The operation and maintenance of the Lyndhurst Water Utility (Facility) includes all maintenance functions and meter reading, billing and collection functions.

2-The lease of the Lyndhurst Water Utility is a long term; minimum twenty-five (25) year term.

B. OPENING OF PROPOSALS:

Notice is hereby given by the **Township of Lyndhurst** that sealed proposals will be received by the Township Clerk on July 21, 2011 at 11:00 a.m. prevailing time in the Court/Commissioners' meeting room, in the municipal building located at 367 Valley Brook Road, Lyndhurst, NJ 07071.

C. OBTAINING A PROPOSAL:

Proposals may be obtained by the following:

- In-person from the Municipal Clerk's office, Town Hall, 367 Valley Brook Avenue, Lyndhurst, New Jersey, during the hours of 9:00 AM to 4:30 PM, Monday through Friday.
- From the Township website at www.lyndhurstnj.org. - Full package available.
- PDF format, via confirmed e-mail request sent to rbenecke1@comcast.net.

All proposals must be submitted on the proposal forms approved and provided for in this RFP in order to be considered by the Township.

D. Compliance.

The successful vendor will be required to comply with the following:

- N.J.S.C. 10:5-31 et. seq.
- N.J.A.C. 17:27
- N.J. Prevailing Wage Requirements
- Non-Collusion-Anti-Kickback Requirements
- P.I. 1977, c. 33 Ownership Disclosure Requirements
- New Jersey Business Registration Certification

E. Reservation of Rights.

The Board of Commissioners of the **Township of Lyndhurst** reserves the right to reject any and all proposals, for any reason or no reason, including the right to reject proposals that substantially or materially deviate from the specifications and other required documents, and further reserve the right to waive minor irregularities and immaterial variances and formalities in the proposals.

F. Open and Fair RFP Process.

This request for proposals (RFP) has been advertised in accordance with the “Fair and Open Basis” process under the “New Jersey Local Unit Pay-to-Play” Law, NJSA 19:44A-20.7 et seq.

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SECTION 2.
TOWNSHIP OF LYNDHURST
The Proposal Form

Mail To: **Township of Lyndhurst**
 Attention: Municipal Clerk
 367 Valley Brook Road
 Lyndhurst, NJ 07071

From: _____

Date:

Business Name: _____

I (we) affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the proposal is submitted in good faith, with the express understanding that any false statements may result in the disqualification of our proposal. I (we) further stipulate and affirm that **the water supply contract with the PVWC and the water distribution system map have been read and understood by the undersigned.** The respondent hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the RFP and the specifications included herein at the stipulated prices within the time constraints.

The signee has reviewed the proposal being submitted in response to the Request for Proposals (RFP) issued by the **Township of Lyndhurst** in connection with the following:

RFP: I.-Contract for Water Facility Operations and Maintenance
or:
II.-Lease of the Lyndhurst Water Utility

Respondent's {Individual's} Name (type/print): _____

Respondent's Signature: _____

SECTION 3.
Request for Service(s) or Annual Water Utility Lease

A. Scope of Project:

All tasks and responsibilities, including lease obligations, shall be completed by a qualified utility, firm or other entity (the “successful respondent/proposer”) with respect to the operation, maintenance and administration of the Township’s water system; or lease of the Lyndhurst Utility. The successful respondent/proposer will be obligated to provide the necessary services to efficiently operate, maintain and manage the Township’s current water system, pursuant to all applicable laws and the terms and conditions of an agreement with the Township. It is the Township’s intention to enter into a long-term agreement for a minimum of ten (10) years with the successful respondent/proposer.

B. The information included in this RFP is provided to assist respondents/proposers to the operation and maintenance of the water distribution system. It is the responsibility of all proposers to satisfy themselves as to all information required for the preparation of their proposals.

I.-Contract for Water Facility Operations and Maintenance.

a. The respondent hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the RFP and the specifications included herein at the following prices within the time constraints.

b. The successful respondent, if this option is selected, shall endeavor to employ the water utility foreman and three water utility maintenance employees, as well as two utility clerks, **CURRENTLY EMPLOYED BY THE TOWNSHIP**. The employment of these current Lyndhurst employees is required for a period of two months (sixty days). After the two month time-frame the respondent may deploy personnel as they deem necessary to satisfy the contract. The successful respondent shall also be responsible for all billing, revenue administration, including collection of fees.

c. The **Township of Lyndhurst** may charge the successful respondent a water utility consumption rate which will cover the acquisition cost of potable “bulk” water and the cost of debt service (principal and interest) on capital improvements including the EIT water system improvements undertaken in 2011.

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d. Proposed year one budget:

1. Personnel Services, Salaries and Wages and Benefits	\$
2. Utility/Energy Costs	\$
3. Equipment Materials/Supplies	\$
4. Professional Services	\$
5. Maintenance & Repairs	\$
6. Other (Identify)	\$
7. Overhead/Profit	\$

e. **TOTAL CONTRACT PRICE FOR YEAR 1** \$

f. Estimated annual contract price (cost) for year two (2) through ten (10); provide a statement of cost conditions which may affect future costs . \$

g. Attach to the proposal a Qualification Statement and /Plan of Service, specifying the characteristics of the firm/respondent and furnishing how the contract will be satisfied.

II. Lease of the Township of Lyndhurst Water Utility

a. The respondent hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the RFP and the specifications included herein at the following prices within the time constraints.

b. The successful respondent, if this option is selected, shall endeavor to employ the water utility foreman and three water utility maintenance employees, as well as two utility clerks, **CURRENTLY EMPLOYED BY THE TOWNSHIP**. The employment of these current Lyndhurst employees is required for a period of two months (sixty days). After the two month time-frame the respondent may deploy personnel as they deem necessary to satisfy the contract.

c. The Township may lease the assets consisting of water distribution pipes and pumping stations. The lease, if this option is selected by the Township, shall be for a minimum of 25 years, with a unilateral opt-out clause by the Township in year ten (10) and possibly in year twenty (20), subject to negotiation(s).

d. Under the lease option the Township will NOT set the water consumption rates---the successful respondent/proposer will. **Under this option the respondent will be responsible for the operation and maintenance of the Lyndhurst Water Utility and shall make an annual payment to the Township (payable at least quarterly) for the right to conduct water utility business in the Township.**

e. **Attach to the proposal a Qualification Statement and /Plan of Service, specifying the characteristics of the firm/respondent and furnishing how the contract will be satisfied.**

f. **CLEARLY STATE THE AMOUNT OF THE ANNUAL LEASE PAYMENT TO BE PAID TO THE TOWNSHIP; TOGETHER WITH ANY CONDITIONS RELATING TO THE LEASE.**

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SECTION 4.
Statement of Experience & Qualifications

This Statement must be filled out and submitted as part of the Proposal. Failure to complete this form or to provide any of the requested information may be grounds for the rejection of the bid proposal. If additional space is required, the respondent may add additional sheets, which identify the question being answered.

A. Number of years in business under current name and address (as indicated in Section 1):

B. If less than 5 years, list previous names and addresses and any affiliated business interests:

C. Within the last 5 years has the business or any officer/partner failed to compete a contract awarded to them: _____. If yes, provide the details on a separate page.

D. Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide all pertinent details, include (attach) documentation:

E. List similar services you are now providing for which you have a signed contract, but not yet started work:

F. List all major subcontractors to be used to complete the service and the area of their responsibility:

G. Please provide five (5) references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

H. Please furnish a resume/professional summary of the firm/respondent.

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SECTION 5.
Description of the Lyndhurst Water Utility

The **Township of Lyndhurst** distributes **water** to approximately 5,500 customers including residences, businesses and other entities through a system of pipes (water mains). The Township of Lyndhurst purchases potable water, in bulk, from the Passaic Valley Water Commission (PVWC), a public body of the State of New Jersey, pursuant to an agreement (for water supply services) dated December 18, 2008.

The **Township of Lyndhurst** owns water distribution mains and fire hydrants located within the Township's boundaries, as more specifically detailed on a map dated 1977, on file in the office of the Township Engineer.

The prospective respondent/proposer must read the water supply contract and the water distribution system map.

The **Township of Lyndhurst** is billed by the PVWC and in-turn the Township bills the end user (consumer) for the PVWC invoice plus the Township's operating and maintenance costs, including annual debt service payment(s). The current (2010) estimated billing to the 5,500 Lyndhurst customers is \$3,264,000 annually based on consumption.

The consumption rate charged by the Township is established in ordinance number 2659. The rate is generally \$3.40 per one-hundred cubic feet. {This is \$3.40 per 748 gallons; or \$4.256 per 1,000 gallons consumed.} The Township's water utility rates also include minimum charges and maintenance and installation fees.

{The Township's 2010 Water Utility Budget is available for review by the respondent/proposer.}

SECTION 6.
SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein, including all sections of this RFP; specific attention to this Section and Section 7 is required. Proposals and all related information must be signed and acknowledged by the vendor.

A. Submission Requirements:

i. Legal compliance, clarity and completeness of the price/cost proposal are essential. All information in the price/cost proposal must be readable and understandable. Any erasures or other changes in cost proposal must be initialed by a person with authority to commit the proposer to such change. In cases where total amounts do not agree with the amounts identified for individual items, the amounts presented for the individual items may be added to compute the correct total amounts.

ii. Respondent/proposer is required to submit four (4) copies of the RFP submission. Each **sealed** envelope/box must be marked with the name and address of proposer, date and hour of proposal opening, the name of the project, the contents and clearly labeled “DO NOT OPEN – SEALED PROPOSAL.”

iii. All proposals shall remain valid for a minimum of 60 days from the time of proposal opening. Omissions or negligence on the part of the respondent/proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

iv. Cost proposals shall itemize costs and present a total sum cost for the initial year of the contract term and subsequent outlined in Section 3 hereof.

v. All respondents/proposers must provide a proposed project staffing plan and be prepared to identify the name and resume of the proposed utility manager who will be involved with the day to day operations of the water facilities.

B. The respondent/proposer is encouraged to elaborate on the background and knowledge of its utility/company, especially as it would relate to the operation and maintenance of the facilities.

C. Proposal Format:

i. To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all respondents (hereinafter also referred to as “vendors”) adhere to the required response format. The Township requires the standard forms and questions requiring responses/answers in this RFP be submitted to ensure that clear, concise and complete statements are available from each respondent/vendor in response to requirements.

ii. The Township is not under any obligation to search for clarifications through additional or unformatted/convoluted information submitted. Where a proposal contains conflicting

information, the Township at its option may either request clarification or may consider the information unresponsive.

SECTION 7.

RFP--General Terms and Conditions

A. Statement of Purpose:

The **Township of Lyndhurst** is seeking proposals from qualified firms, or vendors, or utility authorities for the complete operation and maintenance of Lyndhurst's water distribution system; or, in the alternative the lease of the system.

B. Fair and Open Process:

The **Township of Lyndhurst** may:

- 1.-Contract for Water Facility (Utility) Operations and Maintenance; or
- 2.-Lease the Lyndhurst Water Utility

C. Contract Award:

i. If the Township elects to contract for water utility operations and maintenance services, the contract will be awarded as a professional services agreement using the "Fair and Open" process under the New Jersey Local Unit "Pay-to-Play" Law, NJSA 19:44A-20.7 et. seq. The Township has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person 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 this RFP, which will be applied in the same manner to each proposal received.

ii. If the Township elects to lease the water utility, then the lease agreement will be awarded based on both the ability of the respondent to operate and maintain the system AND the amount of the lease payment, as well as other pertinent considerations.

D. Evaluation Committee:

Proposals will be reviewed and evaluated by the Township's Planner/Financial Advisor, Attorney, Engineer, and Auditor. The proposals will be scrutinized by the Mayor and Chief Financial Officer for organizational consistency. The proposals will be reviewed to determine if the respondent has met the professional, administrative and terms and conditions described in this RFP. The final determination to award a contract will be made by the Board of Commissioners.

E. Addenda or Amendments:

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

to issuance of this RFP, the Township (through the issuance of addenda to all persons and/pr firms that have received a copy of the RFP) may modify, supplement or amend the provisions or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Township.

Any respondent may modify their proposal by hand delivery, mail, or overnight mail at any time prior to the scheduled closing time for receipt of proposals.

E. Contact:

Communications regarding this RFP, or the proposal process, shall be directed to the following persons in writing:

Robert Benecke
Township Planners/FA
Benecke Economics
250 Moonachie Road
Moonachie, NJ 07074
239-877-4807

Michael Neglia, PE
Township Engineer
Township of Lyndhurst
34 Park Avenue
Lyndhurst, NJ 07071
Phone: 201-939-8805

F. Rights of the Township:

The **Township of Lyndhurst** reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the respondents, as the Township deems necessary or convenient, 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 Township may determine to commence a new procurement process, or NOT, or exercise any other rights provided under applicable law without any obligation to the respondent.

G. Cost of Proposal Preparation:

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Township, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the proposal or other information required by the RFP.

H. Disposition of 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 proposals shall become the property of the Township and will not be returned.

- All proposals will become public information at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.

I. Township’s Right to Reject:

The Township reserves the right to reject any and all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the respondent, to accept any item, items or services in the proposal should it be deemed in the best interest of the Township.

J. Original/Authorized Signatures:

Each proposal and all required forms must be signed in ink by a person authorized to do so.

K. Clarification of RFP:

Should any difference arise as to the meaning or intent of this RFP, the Township’s Evaluation Committee’s decision shall be final and conclusive.

L. Delivery of Proposals:

Proposals may be hand-delivered or mailed consistent with the provisions of the legal notice to respondents. In the case of mailed proposals, the Township assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by fax or email.

M. Mandatory Affirmative Action Certification:

Vendors are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

N. Americans with Disabilities Act 1990:

Discrimination on the basis of disability in contracting for the purpose of bids or proposals is prohibited. The successful respondent is obligated to comply with the Act and to hold the Township harmless for any claims as to non-compliance or violation of this Act.

O. Business Registration Certificate:

Vendors are required to comply with the requirements of P.L. 2004 c.57 (Chapter 57) which includes submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

P. Public Disclosure Information:

Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said

corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest therein.

Q. Indemnification:

The respondent/vendor, if awarded the contract, agrees to protect, defend, hold and save harmless the Township against damages for payment for the use of any patented material process, article or devise that may enter into the maintenance/construction, or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the Township from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

R. Insurance Requirements:

The respondent/vendor shall maintain sufficient insurance to protect against all claims under Worker's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided to the Township.

Insurance requirements are as follows:

- Commercial General Liability - \$3,000,000
- Comprehensive General Liability - \$1,000,000
- Worker's Compensation - \$1,000,000
- Automobile Liability - \$1,000,000
- Umbrella Liability - \$2,000,000

S. Certificate of Insurance:

The respondent/contractor shall provide certificates of the required insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificate of Insurance shall state specifically that the Indemnification is guaranteed by policy. If such statement is not included, in the body of the policy shall be typed on the face or back of certificate.

T. Termination:

Should a dispute arise, and if after a good faith effort to resolve, the dispute is not resolved either party may terminate the contract by providing 180 days written notice to the other party. Notwithstanding the foregoing, the Township reserves the right to cancel the contract by providing 60 days written notice to the vendor.

SECTION 8.
RFP--PROPOSAL EVALUATION & AWARD OF CONTRACT

The Township's objective in seeking and soliciting proposals is to enable the selection of a firm/utility/vendor that will provide high quality and cost-effective services to the township of Lyndhurst. The Township will consider proposals only from vendors that, in the Township's sole judgment, have demonstrated the capability and willingness to provide high quality service to the Township in the manner described herein.

A. Contract Award:

The proposals will be opened publicly—with only the name of the respondent/proposer being read aloud; **without comment or scrutiny by any party.** The Township Clerk will catalog the proposals in the presence of one or more witnesses at the time and on the date(s) specified in the RFP, as may be modified or amended. At the opening of the proposals, the Township Clerk will prepare a register of proposals which will include the name of each proposer and the number of modifications if any received prior to the opening. The register of proposals will be made available for public inspection within three business days of opening of the proposals. Until the completion of the RFP evaluations as evidenced by an executed service agreement or a decision to terminate this procurement/RFP process, the contents of each proposal shall remain confidential and shall not be disclosed, except to the technical and cost proposal evaluation committee. The Township intends that cost proposals will be evaluated after the evaluation of the technical proposals.

B. Negotiations:

The Township intends to enter into negotiations with the preferred vendor, or vendors, regarding all terms of the service agreement. The Township in its sole discretion may, after such negotiations, determine that it is in the best interest of the Township to cease negotiations with the preferred vendor and commence negotiations with the next most advantageous respondent/proposer. The Township will give written notice of this decision to the preferred vendor(s), signed by an authorized representative of the Township and delivered to the preferred vendor by registered mail. The Township may then negotiate all terms of the contract with the next highest ranked. The Township intends to award the service agreement, by written notice to the selected vendor by Township. The parties may extend the acceptance of time by mutual agreement.

The Township will not be responsible for the cost of any direct or indirect negotiations incurred by any of the selected respondents/proposers who participate in such negotiations.

The Township may condition award on successful negotiations of revisions to the respondents's proposal as specified by the Township in its evaluation.

If the Township awards a contract to a proposer (firm/vendor/utility/company) that did not submit the lowest cost proposal, the Township will explain the basis for the award in writing. contract will be binding upon award or its successor.

C. Disposal of Proposals:

All proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of proposals received in whatever manner is deemed appropriate. In no event will the Township assume liability for any loss, damage, or injury which may result from any disclosure or use of information marked as proprietary or confidential which occurs prior to the disposal of proposals.

D. Disclaimer of RFP Accuracy:

The Township assumes no responsibility for the completeness or the accuracy of specified technical and background information presented in this RFP, or otherwise distributed, or made available during this procurement process. Without limiting the generality of the foregoing, the Township will not be bound or responsible for any explanation or interpretation of the proposal document other than those given in writing. In no event shall a proposer to the RFP rely on any oral statements by the Township.

E. Township's Reservation:

In the event that the Township shall enter into a contract in accordance with the terms in this RFP and the contract shall specifically reserve the right to sell the water system in accordance with the statutory provisions for the sale of a water system subject to the terms and conditions of any O&M contract or lease agreement.

F. Firm Qualifications:

i. Minimum Qualifications:

Firm must have at least five (5) years of experience in the field of contract operations of municipal water or wastewater treatment facilities. A list of at least five (5) current clients to whom contract operations are being provided. This list shall include the size and complexity of the facility, contract name and title and current telephone.

ii. The successful firm must have 24-hour-on-call capabilities to mobilize additional supervisors, personnel and equipment to the Township with minimal response time for emergency conditions, or for major mechanical operation or maintenance. (Response times shall be specifically detailed in all proposals).

iii. The successful firm shall be in satisfactory financial condition for the performance of the contract. To substantiate this, a proposer shall submit a copy of its balance sheet in the case of publicly owned company, or have an in-camera review of a recent certified audited balance sheet, in the cast of a privately owned company.

iv. If the proposer intends to use subcontractors for major work elements, the name of all proposed subcontractors must be provided along with their role in the overall contract operations plan.

G. Contract Term:

The contract for services or lease will be for a minimum of ten (10) years. Warranty, service, or sub-contractor agreement(s), including non-performance of such, will not relieve the respondent/proposer from providing adequate operation and maintenance of the facilities or lease obligations, or otherwise entitle the respondent/proposer to additional compensation.

**SECTION 9.
SCHEDULE OF CRITICAL DATES**

The Township anticipates the following procurement schedule, but the Township reserves the right to adjust dates as needed and will advise all who obtain an RFP:

RFP Available:	June 3, 2011
Pre-Proposal Conferences Completed and Site Visits Conclude:	June 28, 2011
Final Deadline for Receipt of Questions on RFP:	July 15, 2011
RFP—Proposals Opening Date and Time:	July 18, 2011 (11:00 am)
Post Submission Interviews Conclude:	August 19, 2011
Complete Evaluation/Notice of Selection:	September 9, 2011
Complete Contract Negotiations:	Approximately Thirty Days of Selection
Approval & Contract Execution:	By October 11, 2011(subject to change)
Initiate Service (Service Commencement):	TBD; not later than Sixty Days after Contract Execution

**SECTION 10.
ADDITIONAL INFORMATION FOR RESPONDENTS/PROPOSERS**

Respondents/proposers are urged to visit the Township and study its water utility operation (including billing and collection) and maintenance records. It is the proposer’s responsibility to make themselves fully aware of the extent, condition and location of the referenced facilities in order to develop a comprehensive “plan of service” as part of their proposal. Failure to do so will not relieve a successful respondent/proposer of the obligation to furnish all material and labor necessary to carry out the provisions of the contract.

Proposers who have questions concerning the request for proposals or the proposal document should make all requests in writing and direct such to the contacts listed herein.

Any and all interpretations and supplemental instructions, **if issued** as addenda, may be mailed by certified mail and return receipt requested to prospective proposers (at the respective address furnished by the respondent/proposer for such purpose), no later than ten (10) working days prior to the date fixed for the opening of the proposals. Any addendum which postpones the receiving or opening of the proposals may be issued at any time prior to the date and time of receiving proposals as noted in the "Request for Proposals" and "Information for Proposers" sections.

**SECTION 11.
PERFORMANCE BOND & CONSENT OF SURETY
OR
IRREVOCABLE LETTER OF CREDIT**

A performance bond and consent of surety issued by a company authorized to do business in the State of New Jersey will be required of the successful proposer. The performance bond and the certificate of insurance **MUST** be delivered to the Township within ten (10) days of selection. No proposal may be withdrawn for a period of thirty (30) days subsequent to the opening thereof without permission of the Township. In lieu of a performance bond (consent of surety) the Township may accept an irrevocable letter of credit in an amount not less than 125% of the first year's contract amount (or lease amount) to the benefit of the Township. {A cash escrow may also be acceptable to the Township.}

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SECTION 12.

Public Disclosure Statement

This statement MUST be completed, notarized and included with proposal

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or School District contract(s) for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal or accompanying the bid or proposal of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) or greater interest therein.

Please check the box that indicates the ownership structure of the bidder/vendor and sign below:

Partnership

Corporation

Sole Proprietorship

If a Corporation:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholders:

Name	Address	% Own

Subscribed and sworn before me this

_____ day of _____ 2011

Affiant

Notary Public

Print Name/Title

EXHIBIT A

N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27

MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise an of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court Decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court Decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Signature of Contractor

Company Name