

City of Orange Township

**Request for Qualifications for Engineering and Program
Management of the Water Treatment, Sewer and Distribution
System; Wastewater Collection System; and Customer Service,
Billing and Collections System, Maintenance and Capital
Improvements**

Submission Deadline

4:00 P.M.

November 30, 2016

ADDRESS ALL QUALIFICATIONS STATEMENTS TO:

**Gracia Robert Montilus
Assistant City Attorney
The City of Orange Township
29 North Day Street
Orange, New Jersey 07050
(973) 266-4158**

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I. GENERAL BACKGROUND

Pursuant to P.L. 2015, TITLE 40A:11-15; the City of Orange Township (hereinafter the “City”) is requesting Statements of Qualifications/Price Proposals (SOQ/PP) from respondents capable of entering into a professional services agreement to provide engineering and program management services for the City’s water treatment and distribution system; and wastewater collection system. The City is interested in maximizing benefits for its citizens from this effort and views the intended relationship as a professional services venture in which issues are quickly and fairly resolved to the mutual benefit of the City, its taxpayers and the successful respondent. The City and the successful respondent shall enter into a mutually binding engineering and program management agreement addressing the topics contained in this document. This agreement shall not constitute a legal partnership. The City therefore reserves the right to expand the scope of services to include additional responsibilities.

The City shall select the respondent(s) based on an evaluation of the respondent(s) ability to perform the required services, experience, technical expertise, and innovative approaches. The City will immediately begin negotiations with the respondent(s) based upon the timeline stated herein. Should the negotiations fail to result in an executed agreement, the City may elect to terminate negotiations with the first-ranked respondent and begin negotiations with the second-ranked respondent, and so on, or cancel the process.

II. ENGINEERING & PROGRAM MANAGEMENT PROFESSIONAL SERVICES PURPOSE AND OBJECTIVE

The purpose of this professional services arrangement is to engineer and manage the City’s water/wastewater facilities and operations more cost effectively and efficiently. The objective is to save the City money, operate in compliance and enhance the system while implementing capital improvements that infuse innovations to lower the operating costs and extensive the system overall vitality.

III. SYSTEM OVERVIEW

The City of Orange Township uses an average of about 3.1 million gallons of water each day. The primary source of water is groundwater from five (5) wells in the South Mountain Reservation along with two city wells located at Gist Place and Orange Park; note the Gist Place and the Orange Park wells were shut down in 2015. On an as needed basis, the water system is supplemented by purchasing a blend of surface water and ground water from a neighboring town through an agreement with American Water.

The City of Orange Township water supply is treated at three (3) different locations, which include the main plant at 632 Chestnut Street, Gist Place Well #8 and Orange Park Well #7. Water from the four (4) Wells located in the South Mountain Reservation is treated and pumped at the Chestnut Street Pumping Station. When operable, water from the Gist Place and Orange Park Wells are treated in the treatment facility adjacent to each well. Treatment at both Gist Place and Orange Park includes packed tower aeration to remove volatile organic compounds from the water to below required concentrations. All treatment facilities uses an

orthopolyphosphate for corrosion control to reduce the possibility of lead and copper dissolving from household plumbing after it is distributed to customers. In addition, chlorine is added to the water at each treatment facility to disinfect the water and to protect the distribution system from microbial contamination as the water travels throughout the system. Caustic soda is used at the Chestnut Street Pump Station for pH control.

The Water System is comprised of approximately 400,000 linear feet of pipe, 510 hydrants and eight (8) wells. The Storm Water System is comprised of approximately 96,150 linear feet of pipe and 641 catch basins.

IV REQUIRED STANDARDS

This section establishes standards of experience and capabilities that the City requires for a respondent(s) to be considered qualified. The City, in its sole discretion, will decide if a respondent(s) meets the standards. Please note respondent(s) is the entity responding to this solicitation and not parent company, joint ventures partners or other corporate affiliates.

Respondent(s) must:

1. Have the licenses and certifications as required by the NJDEP and a minimum of ten (10) years experience providing full engineering services for municipal water and wastewater treatment facilities including but not limited to providing maintenance, capital planning, regulatory agency compliance and general management of operations.
2. Demonstrate experience in oversight of municipal water/wastewater operations and capital improvements. All facilities shall be located in the US and shall be under U.S. EPA and appropriate state environmental regulatory agency jurisdiction.
3. Furnish liability and property damage insurance of a minimum of \$1,000,000 for bodily and \$1,000,000 for property damage. Proof of coverage must be provided.
4. Respondent shall submit evidence of bonding capability in the annual contract amount. The amount of the bond may be reduced depending upon the final scope of services.
5. Demonstrate experience in supervising public sector and private sector employees. Cite specific examples of such experience and provide references.
6. Demonstrate a minimum of fifteen (15) years of public affairs, government affairs and communications.
7. Demonstrate technical competence in processing billing and payment collections and developing, maintaining and managing customer service and billing software and databases; cite knowledge of personal data security; provide examples of other innovations.

V. GENERAL INFORMATION

Each respondent(s) must provide a respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Provide the full name, tax identification number and main office address of the responding entity (hereinafter referred to as the “respondent”) which would ultimately enter into a contract with the City.

Note: Respondent(s) information is to be submitted for the respondent(s) and not parent company, joint venture partners or other corporate affiliates.

2. Identify when the respondent(s) was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under the name.
3. List any and all known and anticipated partners and/or subcontractors that the respondent(s) intends to utilize to perform work on this project.
4. Provide a listing of all municipal contracts for the engineering, operation, maintenance and management of water facilities (systems) which the respondent(s) currently has; the name, address, contact person and telephone number of the owner; and the size and type of facility.
5. Described the respondent’s specific and relevant experience related to the scope of services requested herein; specifically, the size of facilities, type of facilities, technology, etc.
6. Demonstrate your experience in capital planning aspects of water and/or wastewater systems. Identify specific projects where such services are provided and the result of such service.

VI. PRE-SUBMISSION CONDERENCE, FACILITY EVALUATIONS AND OTHER PROCUREMENT INFORMATION

The City will conduct a pre-submission conference and a tour of the facilities on October 20, 2016, at 10:00 a.m. in Council Chambers, located on the 4th Floor of City Hall, 29 North Day Street, City of Orange, New Jersey 07050.

The purpose of the pre-submission meeting is to answer questions regarding the Request for Qualifications/Price Proposals (RFQ/PP). All respondents interested in submitting and SOQ/PP should contact Beatrice Cesario of the Law Department at (973) 266-4197 or Bcesario@ci.orange.nj.us by no later than close of business on October 19, 2016, to indicate their intent to attend the pre-submission conference. Each interested respondent should ensure that they meet or exceed the Required Standards set forth in Section III of this document.

The City will make available on the day of the tour sufficient information to submit a SOQ/PP including construction plans and specifications, design reports, NPDES compliance reports, operating budgets and other pertinent data.

Each respondent will also have an opportunity to schedule an additional tour of the facilities for an independent evaluation of the facilities to further familiarize themselves with current operation and maintenance practices. Arrangements for the inspection and/or copying of documents shall be coordinated through the Law Department, and a fee TBD will be charged for photocopies of any documents not already printed for distribution. Any information and/or records requested by a respondent will be made available to all other respondents. Please, the last day to conduct an additional tour is October 28, 2016.

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing prior to December 19, 2016 to Beatrice Cesario.

Contact with other City officials is prohibited and can be considered as grounds for disqualification from the selection process.

Questions must be received at least seven (7) days prior to the SOQ/PP due date. Copies of all questions and answers, and any addenda to supplement the RFQ/PP, will be sent to each respondent no later than three (3) days prior to the SOQ/PP due date. Only formal written responses to properly submitted questions will be binding.

The City reserves the right to request additional data or information after the submission date, if such data or information is considered pertinent, in the City's sole view, to aid the review and evaluation process.

The City reserves the right to supplement, add to, delete from and change this solicitation document.

The City reserves the right to reject any portion of any submission and/or reject all submissions, or to waive any informalities or irregularities in the submissions, or to re-advertise.

VII. EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements and permanent equipment which are presently in place, or new facilities which may be added by the construction projects, shall remain or become the property of the City. Should the respondent fund any facility improvement at the request and with the approval of the City, such facilities shall be made available to the respondent for its use in providing the services under the professional services agreement.

Expendable supplies and spare parts which are on hand on the date of the initiation of the professional services shall be inventoried. The respondent shall assume responsibility for such inventory and at the end of the professional services period, the inventories shall be returned to the City at a value equal to the beginning value, less normal wear and tear.

The respondent shall maintain all land, buildings, improvements, vehicles and permanent equipment that are within the scope of the professional services agreement. Equipment and vehicle maintenance shall be performed by the respondent in accordance with manufacturer's recommendations or good industry practices and the respondent will be required to provide proof thereof to the satisfaction of the City.

Separately, the City and the respondent may arrange for the respondent to purchase, maintain, and replace the rolling stock and transportable equipment currently in use by the City. Such purchase prices shall have buy-back provisions to enable the City, upon professional services completion or early termination, to buy back the same or similar inventory.

VIII. SUBMISSION FORMAT AND CONTENT

The SOQ/PPs must contain at least the following:

- Transmittal Letter
- Required Standards
- General Information
- Additional Qualifications Information
- Operating Plan
- Business Considerations
- Draft OM&M Agreement

The SOQ/PP shall identify any and all non-monetary terms and conditions associated with the services included in the SOQ/PP, such as the respondent's limitations on liability. After selection of the highest scoring respondent, the scope of work shall be clarified, any changes shall be negotiated along with the Agreement, beginning with the draft agreement submitted in the SOQ/PP.

Following are further discussions relative to the content of each of the suggested chapters of the SOQ/PP.

Transmittal Letter to include at a minimum, a commitment by respondent, if selected, to enter into good faith negotiations. Letter must be signed by an officer of the respondent firm.

Required Standards – Responses to requests contained in Section III of this document.

General Information – Responses to requests contained in Section IV.

Additional Qualifications Information – Responses to requests contained in Section IV of this document.

Operating Plan – The Operating Plan should discuss the following topics:

- a. Provided a listing of the specific individuals assigned to the Management Team and to Technical Support that the respondent will assign to this professional services during the transition and operation, and provide the background and experience of those individuals.
- b. Discuss the transition procedure and the impact of any surplus employees and the respondent's plan to accommodate them.
- c. Provide an operating plan for the facilities and other responsibilities that indicate how the respondent will provide operation, maintenance and management services.
- d. Provide description of any enhancements the respondent will make in operations and maintenance of the City's facilities.
- e. Specifically identify any additional services that exceed the services requested herein.
- f. Changes or limitations to the general provisions listed in Section VII, draft professional services agreement.
- g. Provide an overview of the respondent's approach for capital planning, improvements and repairs.
- h. Discuss your approach for customer service, billing, shut offs, and delinquent accounts, please include a sample bill.

Business Approach - Discuss respondent's position on such business issues as assumption of risk, future years' price adjustments, repair and replacement, capital improvements and guarantees.

Draft OM&M Contract – Include a draft professional services agreement for the City to review.

The City is requesting a draft professional services agreement as a part of the SOQ/PP. However, a summary of some of the general provisions the City will expect to see in any final professional services agreement are as follows:

- Provision of liability for the payment of fines and/or civil penalties levied against the respondent and/or the city penalties levied against the respondent and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the respondent's negligence during the period of the professional services.
- Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities (systems) and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
- Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages (excluding consequential, special and/or incidental damages), lawsuits for reasons resulting from the respondent's negligence during the period of the professional services. To the extent

respondent seeks to monetarily limit such indemnification, the respondent should clearly indicate the proposed amount of any such limitation.

- Provision of comprehensive liability insurance policies including the City as an additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted to the City upon signing of the agreement.
- Provision of a fixed dollar value for Repair and Replacement such that the respondent's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include respondent's normal on-site labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
- Provision that the respondent shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and assists the City in enforcing existing equipment warranties and guarantees.
- Provision that the respondent shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable and demonstrate experience necessary to operate and maintain the facility(s).
- Provision that the respondent shall operate the facilities such that they are fully staffed in accordance with prevailing state and Federal regulations. Respondent shall monitor the Project twenty-four (24) hours per day, seven (7) days per week.
- Provision that the respondent shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented and all portions of that program shall be adhered to.
- Provision that the respondent shall provide the City with full documentation that maintenance is being performed on all City owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of maintenance and a spare parts inventory.
- Provision that within the first ninety (90) days, the respondent shall provide the City with a listing of any recommended capital improvements the respondent believes will be required for any of the facilities covered under the professional services. The respondent will not be relieved of his responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented, however.
- Provision for the respondent to provide computerized maintenance; process control and laboratory management systems.

- Provision for the term of the agreement between the City and the respondent is ten (10) years with the mechanism(s) or alternatives to the annual price adjustments to be described by the respondent.
- Provision for the City and respondent to negotiate an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes. The adjustment approach alternatives shall be described by the respondent.
- Provision that the respondent shall arrange financing and make arrangements for the provision of provide for the design and construction/installation of capital improvements as requested and approved by the City, subject to mutually agreeable terms and conditions.
- Provision for agreement termination if the level of performance is unsatisfactory.
- Provision which specifies that neither party shall be liable to the other for special, incidental or consequential damages.

PRICE PROPOSAL

A separately sealed Price Proposal shall be delivered with the SOQ. The submittal document for complying with the Price Proposal portion of this procurement is suggested to contain at least the topics that follow:

- Summary
- Details of Price Proposal
- Future Price Adjustment
- Terms and Conditions
- Approach for Capital Improvements and Repairs

The Price Proposal shall be submitted in accordance with the following format and shall be complete in every detail. The proposal shall identify all terms and conditions associated with the Price Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification. The following definitions shall be applicable to the price items requested in this section:

Utilities - Includes, but is not limited to, electricity, natural gas, water, and heating fuels.

Chemicals - Includes all chemicals.

Equipment - Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment.

Materials and Supplies – Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms and other materials and supplies.

Outside Services – Includes, but is not limited to, equipment rentals, temporary and/or part-time help, legal fees, registrations, telephone, courier service, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance and other professional services.

Other – Includes amortization of contractor-furnished capital and startup costs and any and all expenses not indentified in any other specific category.

Maintenance and Repair – Includes the total of all maintenance and repair expenditures including, but not limited to, repair parts, maintenance equipment, maintenance supplies, outside maintenance services, oil and grease, packing and maintenance equipment rental. Contractor on-site labor shall not be included.

Price Proposal for First Full Year of Operation

Option A.

Expenditures	\$ _____
Utilities	\$ _____
Chemicals	\$ _____
Equipment	\$ _____
Materials/Supplies	\$ _____
Outside Services/Contractors	
Maintenance and Repair	\$ _____
Other (Identify)	\$ _____
Licensing, Hardware, Data Migration as it relates to the Customer Services, Billing, Meter Reading and Payment Collections	\$ _____

TOTAL \$ _____

**Respondent will use on an annual basis \$ _____ for Maintenance and Repair.*

Option B.

Expenditures	\$ _____
Utilities	\$ _____
Chemicals	\$ _____
Equipment	\$ _____
Materials/Supplies	\$ _____

Outside Services/Contractors	
Maintenance and Repair	\$ _____
Other (Identify)	\$ _____

TOTAL \$ _____

*Respondent will use on an annual basis \$ _____ for Maintenance and Repair.

IX SCHEDULE OF EVENTS

Each respondent must submit five (5) copies of the SOQ/PP no later than 4:00 P.M. on November 30, 2016 addressed to the Law Department, City of Orange, 29 North Day Street, Orange, New Jersey 07050. The outside of the shipping carton must be clearly marked ‘STATEMENT OF QUALIFICATIONS/PRICE PROPOSALS - PROFESSIONAL SERVICES AND ENGINEERING AND PROGRAM MANAGEMENT OF THE WATER TREATMENT SEWER AND DISTRIBUTION SYSTEM; WASTEWATER COLLECTION SYSTEM; AND CUSTOMER SERVICE, BILLING AND COLLECTING SYSTEM, MAINTENANCE AND CAPITAL IMPROVEMENTS FOR THE CITY OF ORANGE TOWNSHIP, NEW JERSEY.’

Schedule

Item	Date
Advertisement for RFQ/PP	Friday, October 14, 2016
Pre-submission meeting/Site Tours	Thursday, October 20, 2016
Additional Tours upon request	October 24, 2016 - October 28, 2016
RFQ/PP submittal	Wednesday, November 30, 2016
Presentations	Week of December 19-23, 2016
Selection of highest rated respondent	Week of January 16, 2017
Negotiations	Week of January 23, 2017
Agreement execution	Week of March 20, 2017

Selection of a respondent to perform these professional services will be based upon qualifications, experience, historical performance record, financial capability, understanding of needs, suggestions for improvements, price, since suggested innovations and the respondent’s proven technical capabilities. In addition to the data and documentation being submitted by the respondent in response to this request, the reserves the right to make an on-site inspection and evaluation of any facility at which operation, maintenance and management services are currently being performed by the respondent. If the City chooses to exercise this right, the respondent shall provide a representative, with or without notice, to accompany the City or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility. All costs for transportation and subsistence to inspect any facilities incurred by City personnel shall be borne by the City.

X. ADDITIONS AND EXCLUSIONS

It is understood that the City has specified the SOQ/PP's to be provided. All other additions and/or any exclusions shall be clearly and separately identifies as noted herein. Non-compliance with this requirement will be considered cause for disqualification of the respondent from further consideration.

XI. NEGOTIATIONS WITH SELECTED RESPONDENT(S)

The City regards the submission of the SOQ/PP as the most important factor in selection of a respondent to provide engineering and program management services for the operation, maintenance and management of the facilities (systems) under a professional services agreement. The City reserves the right to reject any and all SOQ/PP's and is under no obligation to award a contract.

The City intends to negotiate an agreement with the respondent with the highest score, as determined by the Committee. However, should the negotiation with the highest scoring respondent not produce an acceptable professional services arrangement, the City will request the respondent placing second in the evaluation process to begin negotiations.

The responsibility for the final selection and negotiation rests solely with the City.

The City shall not be liable to any respondent(s) for costs associated with responding to the RFQ/PP for the respondent's participation in any oral interview, or for any costs associated with negotiations.